

**Request for Proposal
Enterprise Resource Planning (ERP) System & Professional Implementation Services**

City of Costa Mesa



REQUEST FOR PROPOSAL

RFP NO. 24-07

FOR

**Enterprise Resource Planning (ERP) System &
Professional Implementation Services**



**Finance Department
CITY OF COSTA MESA**

Released on February 14, 2024

**Request for Proposal
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City of Costa Mesa

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REQUEST FOR PROPOSAL
FOR
Enterprise Resource Planning System &
Professional Implementation Services

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for services for the Enterprise Resource Planning System & Professional Implementation Services for the City of Costa Mesa Finance Department. The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 5 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of over \$234 million for fiscal year 2023-2024

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full-service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1.1 Important Notice

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

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If clarification or interpretation of this solicitation is considered necessary by the City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

1.2 Schedule of Events

This Request for Proposal shall be governed by the following schedule:

Event	Date & Time
Release of RFP	February 14, 2024
Mandatory Pre-Proposal Conference	February 23, 2024, at 1:30 pm
Deadline for Written Questions	February 29, 2024
Responses to Questions Posted	March 11, 2024
Proposals Due	March 22, 2024, at 5:00 pm
Interviews & Demonstrations	March/April 2024
Approval of Contract	March/ April 2024
Project Start	April/ May 2024

****All dates are subject to change at the discretion of the City.**

Pre-Proposal Conference: A **MANDATORY Pre-Proposal conference** will be held on **February 23, 2024 at 1:30 pm** in Community Room at City Hall, 77 Fair Drive, Costa Mesa, CA 92626, virtual meeting will be available via **ZOOM**. A Pre-Proposal conference is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

1.3 Proposer's Minimum Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A – Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a. The Proposer shall provide documentation showing that the proposed software has been successfully installed in a minimum of ten (10) public sector organizations similar in size and complexity as the City.
- b. The Implementation Firm for the proposed solution(s) shall provide documentation showing that it has a minimum of ten (10) years of experience in implementing the proposed solution(s) in a minimum of ten (10) public sector organizations similar in size and complexity as the City.

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- c. The Software Firm for the proposed software solution(s) and the Implementation Firm shall not have filed for bankruptcy protection during the past five (5) years.
- d. The Software Firm and the Implementation Firm shall provide letters stating that each is a party to the proposal and that the implementation firm is certified to implement the proposed software.

1.4 Background

The City of Costa Mesa is seeks to procure and implement a robust and contemporary Enterprise Resources Planning (ERP) System that will replace the existing Peoplesoft ERP. The existing system is approximately 15 years old and provides a host of mission critical functionality, but City staff must supplement the lack of key features, functions and reporting capabilities with standalone applications and custom programming.

Figure 1.4.1: Existing Peoplesoft Software

	Software	Module	Version	
	Finance			
1	Peoplesoft	General Ledger	v 7.51	PS GL
2	Peoplesoft	Budget	v 7.51	PS Budget
3	Peoplesoft	Accounts Payable	v 7.51	PS AP
4	Peoplesoft	Accounts Receivables	v 7.51	PS AR
5	Peoplesoft	Finance	v 7.51	PS Finance
6	Peoplesoft	Analyze	v 7.51	PS Analyze
7	Peoplesoft	Accounts Purchasing	v 7.51	PS Purch
8	Peoplesoft	Voucher	v 7.51	PS Voucher
9	Peoplesoft	Inventory	v 7.51	PS Invent
	Human Resources			
10	Peoplesoft	Accounts HR Management	v 8.8 sp1	PS HRM
11	Peoplesoft	HCM	v 8.8 sp1	PS HCM
12	Peoplesoft	Payroll	v 8.8 sp1	PS Pay

Figure 1.4.2: Existing Related Software

	Other Supporting Software		Version
13	Crystal Report	Crystal Reports Server	v 2013
14	MS Excel	Excel Fiscal Analysis	M365
15	MS Excel	Excel Table of Organization	M365
16	MS Excel	Excel Position Hist. Tracking	M365
17	MS Outlook	Email	M365
18	Laserfiche	Enterprise Content Management	11.2
19	Acrobat	PDFs	DC 2023
20	Tyler	InterGov Land Management System	2023.1

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21	Microsoft Edge (Chromium)	Internet Browser (64Bit)	110.0.1587.46
22	Microsoft Power BI	MS Power Business Intelligence	2.102.683.0
23	AssetWorks	Asset Management	22.1.1
24	Socrata	Open Government Transparency	Latest Version
25	Quadrant	POS Payment Processing	Latest Version
26	GovernmentJobs.com	NeoGov Learn, Onboarding, Perform	Latest Version
27	ActiveNet	POS Payment Processing	Latest Version
28	Various Third-Party Reporting Tools	SSRS, Insight, etc.	Latest Version

The ideal proposed system will provide required functionality for financials and human resources. The City desires a single integrated solution; however, all system solutions will be objectively considered.

1.5 Scope of Work

The City desires an enterprise system that has the flexibility, reliability, redundancy and capability to meet current and future business functions and integrates those functions into a single computing environment. Proposers should prepare their proposals based on addressing the business functions that are listed in Appendices F, G, H, I and K. The City reserves the right to negotiate changes (including additions and deletions) to this list of functionalities as the scope and cost of the project evolves.

Proposers are requested to break the implementation and related costs into the phases identified below. It is the City's intent to adopt industry best practices and standards wherever feasible in order to minimize the customization and configuration that is required to implement and maintain the various components of the proposed ERP solution. The City seeks a software solution that provides an Evergreen software pricing approach, where the City will never have to pay for a software upgrade.

Figure 1.5.1: Number of End Users

	Organization	No. of Staff
1	Finance	25
2	Human Resources	12
3	Information Technology	20
4	All City Staff	690

Phased Deployment: The City anticipates the ERP system will be implemented in two phases. This will serve to prioritize the application software most needed and reduce the risk of failure, e.g., budget change orders, schedule overruns, or a lack of end user acceptance. Deployment will include software installation and configuration, testing, staff training, report development, data migration, systems interface development and technical support after system cutover.

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Phase 1: HR/Finance GL Applications

Phase 1 will consist of HR application modules and one Finance module, General Ledger & Payroll. Proposer will be asked to structure the proposal, and this phased approach, in their project plans, consisting of technical proposal, proposed schedules, and cost proposals, accordingly.

HR Application Software	Financial Applications
• Benefits	• General Ledger
• New Hires	• Payroll
• Position Budgeting	

Phase 2: Finance Applications

The Phase 2 deployment will consist of finance application modules. Proposers will be asked to structure the proposal, and this phased approach, in their project plans, consisting of technical proposal, proposed schedules, and cost proposals, accordingly.

- General Accounting
- Accounts Payable
- Accounts Receivable
- Treasury
- Year End Closing
- Contract Management
- Store Inventory
- Budgeting
- GASB34 Reporter
- Project Accounting
- Fixed Assets
- Purchasing

1.6 Requirements

In 2019 ThirdWave Corporation developed the City's IT Strategic Plan, and in 2020 the firm was retained to assist with the procurement of an Enterprise Resource Management (ERP) system to replace the City's current ERP system.

1.6.1 Business Process, Functional & Technical Requirements

The City has invested considerable financial and human resources towards developing a complete and comprehensive set of functional and technical requirements. Sixteen (16) As-Is and To-Be business Rapid Workflow® process mapping workshops were held with City business process owners and subject matter experts, in addition to other commonly used needs assessment techniques. **Appendix K, Rapid Workflow® As-Is & To-Be Process Maps**, provides the business process maps indicating existing business bottlenecks and PeopleSoft deficiencies the proposed RFP is intended to mitigate.

Over one-hundred ninety-three (193) business challenges related to the current ERP system were articulated during the needs assessment project. Requirements address business process improvement, enhanced operations and enhanced service delivery to city customers. Over 600 functional requirements were identified. **Appendix F, Business Process Functional Requirements**, provides an Excel form to be filled out and included as an Excel file (.xlsx) in proposal responses.

1.6.2 Reporting Requirements

Business process owners identified 150 reports in the As-Is and To-Be Rapid Workflow® business process mapping workshops. **Appendix G, Reporting Requirements**, provides an Excel form to

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be filled out and included as an Excel file (.xlsx) in proposal responses. Note the number of reports included in the cost proposal.

1.6.3 Interface Requirements

The needs assessment project also identified interface requirements needs that will involve several systems including the existing ERP and Excel tables. There are currently more than twenty-two (22) internal and external interfaces that will need to be addressed with the deployment of a new ERP. **Appendix H, Interface Requirements**, provides an Excel form to be filled out and included as an Excel file(.xlsx) in proposal responses.

1.6.4 Data Migration Requirements

The needs assessment also identified data conversion needs that will involve several existing databases in SQL, Oracle PeopleSoft, and Excel. **Appendix I, Data Migration Requirements**, provides an Excel form to be filled out and included as an Excel file (.xlsx) in proposal responses, including the following:

- All payroll data
- 10 years of data for all other modules

Vendors shall describe their data conversion methodology, process, typical iterations and City and Vendor activities and responsibilities for achieving 100% complete data conversion. The data conversion scope of work will not be considered complete until all (100%) required data has been successfully migrated.

1.6.5 System Requirements

1. Graphical User Interface

The proposed ERP will provide a contemporary and consistent Graphical User Interface (GUI) with logical menus, intuitive navigation, and consistent visual cues (pull downs, checklists, check boxes, etc.). The GUI will support a consistent user experience across all major browsers. The implemented system will provide a navigation that conforms to industry best practices, across all modules including consistent use of good keyboard shortcuts, keyboard form navigation, standardized form validation, and standardized use of lookup and search screens, dropdowns, and pop-ups, tooltip text, icons, etc.

2. Web Portal

The proposed ERP system will provide the option of implementing a Web Portal that incorporates a single point of personalized, unified access to applications, content, processes, and people that integrates content and applications, including a unified, collaborative workplace; transactional features (E-Commerce) security, search, and workflow. A secured (SSL) internal and external internet access portal would be required. All external facing portal solutions, for employees and the public, shall provide dual factor authentication.

The Web Portal will be based on a Service-Oriented Architecture (SOA) framework for building distributed systems that deliver application functionality as services to either end-user applications or other services. These services should be defined as web services using

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middleware (enterprise service bus (ESB)) integration tier for routing and logging to other services.

3. Archiving
 - a. The implemented system shall provide on-line access to the current year plus seven (7) previous years of summary and line-item detailed data retained in the system, and shall provide archive capabilities thereafter.
 - b. The implemented system shall provide the ability for users to selectively copy and/or archive system data to external storage media (e.g., CD-ROM, Digital Video Disk (DVD) based on user-defined number of years or other user-defined criteria and the evolution of the external data storage industry.
 - c. The implemented system shall provide a process to purge archived documents/data.
4. Middleware & ESB (Enterprise Service Bus)

The proposed ERP system will provide a middleware tier that connects software components or applications that consists of a set of services that allows multiple processes running on one or more machines to interact across the network. It includes web servers, application servers, and similar tools that support application development and delivery and is based on a SOA framework that is defined by ESB, XML, SOAP, REST, Web services, APIs, RPCs, BPEL, etc.
5. Reporting and Business Intelligence (BI)

The implemented system will provide a reporting and business intelligence (BI) module that provides the City with the ability to make educated and relatively fast decisions due to the availability of reliable and easy to digest information.

The implemented system BI module functionality will include a decision support system driven by an underlying data warehouse. The data warehouse feeds management with real-time data to ad hoc reports, online charts and tables, as well as graphical dashboards that offer a host of information in the form of financial reports, scorecards, and key performance indicators including alerts and notifications that enable staff to focus on exceptions as well as on routine or steady-state operations.

All reports and outputs should be compatible with MS Office 2019/365, CSV, TXT & PDF formats natively.

6. Interfaces

The Proposer shall provide system interfaces for internal and external applications and databases. Additional technical information about interfaces is included in Appendix H, Interface Requirements.
7. Security

The implemented system shall provide security by groups and individual users. Security must include minimum inquiry, add, update, and delete levels. Security may apply to the screen, processes and secured data items. This security must be enforced across all modules and queries, even those coming from an external source (i.e., reporting tool). Security functionality includes user/job role-based access, authentication (account management, password management and other account related activities) and single-sign

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on, mobile device business application access, database access security, etc., utilizing LDAP (Lightweight Directory Access Protocol) which supports single sign-on, account management, authentication, password policy, and access control services.

8. Redundancy, Backup and Disaster Recovery

Hardware Redundancy

- a. The Proposer shall include a recommendation for hardware infrastructure that can support high availability, load tolerance, real-time failover, as well as integration into an offsite disaster recovery infrastructure.
- b. The disaster recovery recommended solution shall include a complete offsite server and networking installation that has the capability to roll from the primary site to this offsite location within a 24-hour recovery window. This roll over shall include all applications and data.

Backup and Disaster Recovery

- a. Software crash tolerance: Servers and client software should maintain its integrity in case of power failures and abrupt shutdowns.
- b. Cloud DR site and storage updates in the event the City system fails, the vendor will provide a process and services to stand up the failed system, including the cost for doing so.
- c. Immutable Backups: The proposed solution will provide immutable backups, backup files that cannot be changed or deleted for any reason whatsoever, and shall be safe from new ransomware infections after the backup has been created, and non-malicious data loss threats such as accidental file deletions and backup file overwrites.
- d. Provide 'Hot Fix' programming support in the event of a significant software bug, prior to the next scheduled software release.
- e. Restart/Recovery: system must be capable of restart and recovery after system failure with no loss of data or software components.
- f. Integrity checking feature: Must provide the capability of identifying the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.
- g. Incremental, differential, and full backups and restores of the database, Core and customized software, software and database configuration options, user preferences and rights, etc.

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9. Service Levels: Performance, Scalability, Availability

The proposal will meet or exceed the following system and service levels:

- a. Recommend the hardware to handle the average transaction load with an average CPU utilization of no more than 35% - 40% of the CPU capacity. The peak CPU utilization shall never exceed 70% of CPU capacity at any given time.
- b. The average transaction on the server needs to occur on average less than one second. The response time for the most common requests to reach a user shall not exceed 3 seconds.
- c. Maintain 99.99% availability — including planned maintenance.
- d. Track system uptime and transaction response times in order to demonstrate operation within acceptable levels.
- e. Complete all simple, single-screen online inquiry transactions in under one second, during peak usage.
- f. Complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.
- g. Recommend a window for batch processing in terms of the business cycles and minimal end-user usage (i.e., the windows you anticipate the system workload to be low).

10. System Architecture

The proposal will meet or exceed the following system architecture requirements:

- a. Employ multi-tier system architecture.
- b. Provide all screens, reports and transactions through a Web browser.
- c. Provide a graphical user interface (GUI).
- d. Provide easy deployment to desktops, i.e., deployment tools to push or pull software to the desktop.
- e. Provide user-defined: exits, tables, fields, screens, reports, forms, shortcut keys, menus, business rules, and workflows.
- f. Provide application and system configuration tables accessible within all modules.
- g. Provide customizable user interfaces, including ability to customize menus and forms, and by user.
- h. Provide the ability to schedule automatic job scheduling (i.e., batch jobs, billing, etc.) and automatically notify staff when a job ends successfully or unsuccessfully.
- i. Accommodate background (batch) jobs concurrently with online updates.
- j. Provide data and transaction logic validation through the use of centralized or distributed business rules.
- k. Provide support for inter-process communication including, but not limited to, the following: Attachment of standard object types in an object library; cut and paste capability from data fields and screens to other applications.
- l. Provide the ability to attach imaged documents.
- m. Provide the ability to attach scanned documents to database objects.
- n. Support mass changes to definable groupings of transactions.
- o. Support effective dating for transactions and table updates, including both future and retroactive changes.
- p. Provide the user with the ability to drill down from a transaction view to the respective and supporting source record view regardless of module source.
- q. Provide the ability to facilitate upgrades to future operating systems, database and other software upgrades.
- r. The Proposal shall describe the overall application development tools to be used in the systems integration services for the City's selected Software Solution.

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11. Database Architecture

The proposal will meet or exceed the following system architecture requirements:

- a. Utilize utilities for database performance monitoring and tuning that comply with industry standards, including but not limited to tools for table and file maintenance.
- b. Lock database records based on the City's parameters (e.g., at row level, field level, or at the application level).
- c. Provide graphical data modeling, entity relationship diagram (ERD), data definition and data dictionary components, including but not limited to business definitions and technical definitions for data elements.
- d. Accommodate separate instances of databases.
- e. Support online modifications to database structures with minimal user downtime.
- f. Allow for data replication including, but not limited to, copying an instance of any database to other City specified locations (i.e., Storage Area Network (SAN)).
- g. Provide the ability to set up log event triggers to automatically notify administrator when a user-defined database condition or set maximum/minimums are exceeded.
- h. Provide the ability for the administrator to track user behavior as well as database utilization.
- i. Provide standard data extraction API to allow import and export of data.
- j. Provide documented best practices including but not limited to optimum database configuration, client maintenance and change control.
- k. Provide for integration into Microsoft SQL Server 2019 Enterprise Reporting Services

II. GENERAL INSTRUCTIONS AND PROVISIONS

2.1 Proposal Format Guidelines

Interested entities or contractors are to provide the City a Proposal using the following guidelines: Proposal should be typed using a 11-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layperson" explanations of technical terms used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

Section 0: Proposal Cover

A proposal cover shall include the name of the procurement: Request for Proposal: Enterprise Resource Planning System & Professional Services, the due date: **March 22, 2024**, company name, and address.

Section 1: Cover Letter

A cover letter, not to exceed three pages in length, should provide an executive summary of key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed.

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Section 2: Table of Contents

Provide a table of contents of the proposals with all pages sequentially numbered.

Section 3: Checklist: Proposal Content, Appendices and Forms

As a convenience to Proposers, a list of proposal submittal requirement, appendices and forms, is provided in **Appendix C** in this RFP, which should be included with Proposals.

Section 4: Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work, Appendix A of this RFP.

Section 5: Qualifications & Experience

Describe the qualifications and experience of the organization or entity performing services/projects within the past ten (10) years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

5.1 Corporations, Partnership or Joint Venture

If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

5.2 Businesses Under Another Name

List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

5.3 Businesses in California

List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

5.4 Years in Business

How many years have you been in business under your present business name?

5.5 Customer References

The City considers references for both the software and implementation Proposers (if different) to be important in its decision to award a contract. Implementation firms should provide at least four (4) client references for cities of similar size and complexity which have utilized the proposed system (including the proposed software version) in a comparable computing environment. References should be for fully completed (live) installations.

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All references provided may be contacted during the selection process. The City will not work through a Proposer's Reference Manager to complete a reference. The names and phone numbers of the project manager for each reference should be listed. Failure to provide this information may result in the Proposer not being elevated to software demonstrations. Proposer hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference. The City will attempt to contact the reference twice and then will ask the primary contact in the Proposer's proposal for assistance. If the City fails to make contact with the reference after a third try, the reference will be considered as a "no response" in the evaluation and scored accordingly. Client reference information should include the following:

- Customer
- Project Name
- Client Contact Information:
 - Project Manager
 - Title
 - Address
 - Email Address
 - Telephone Number
- Project Description
- Total project cost: Implementation, Software, Maintenance cost breakdown
- Start and Completion Dates

5.6 Community Participation & Contributions

The City is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Section 6: ERP Technical Proposal

The Proposer should present, in detail, features and capabilities of the proposed application software.

6.1 Proposed System Architecture

Provide a description of the following:

1. A description of the proposed ERP solution architecture, including a diagram or figure, as appropriate.
2. The recommended application server infrastructure.
3. The extent that the proposed ERP suite of applications utilizes service-oriented architecture (SOA) or other integration functions. Describe your suggested approach and foundation for governance of the environment both during implementation and in maintenance.
4. Describe key decision criteria such as transaction volume, real-time redundancy, failover, disaster recovery, and system distribution characteristics.
5. Describe the optimal and minimum database requirements.
6. Describe any required/suggested integration methodologies (i.e., composite application integration, middleware integration, data integration) that support the operation of your system.

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6.2 Hardware and System Software

Provide a description of the following:

1. Recommended configuration of the hardware environment including hardware specifications.
2. Recommended description of the required system software.
3. Platforms and Storage, describe suggested/typical approach for failover and scalability of the system through application server clustering, load balancing, mirroring and associated technologies or approaches.
4. Back-up and Recovery, describe the back-up and recovery methods, including available back-up tools and real-time redundancy for the software. Describe the recovery expectations in your proposal.

6.3 Application Software

The Proposer will provide a description of the features and functions provided by each proposed ERP, as it corresponds to the functionality requirements identified in Appendix F of this document. Provide a description of the following:

1. Describe each ERP solution/modules, including administration/development tools, security, upgrade tools, reporting and analytic tools.
2. Describe each Electronic Content Management System solution/modules, including administration/development tools, security, upgrade tools, reporting and analytic tools.
3. Describe how modules are fully integrated (part of the base software).

6.4 Third-Party Software

Provide a description of the following:

1. All proposed third-party software. Include a statement for each third-party software and whether the Proposer's contract will encompass the third-party product and/or whether the City will have to contract separately with the third-party firm for the product.
2. Degree of functional integration, shared security and workflow, and interface methodologies.
3. A specific disclosure of any Open-Source software being proposed as part of the overall ERP solution, and which type of licensing this software is governed by.

Detailed information will be provided in the spreadsheet provided in Appendix F, Business Process Functional Requirements.

6.5 ERP Cloud Computing Hosting/Help Desk Options

Provide a description of the following:

1. Optional cloud computing/ hosted solutions.
2. Hosting services, managed services and disaster recovery services at the Proposer's sites.
3. Temporary hosted application as part of the design and implementation phases.

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Section 7: Implementation Approach & Workplan

Provide a detailed description of the approach and methodology that will be used to fulfill the requirements listed in the Scope of Work of this RFP. The section should include:

7.1 Project Approach & Methodology

Describe the overall project implementation methodology, including project phases, implementation best practices, roles and responsibilities on each task (Proposer and City), Change Control, tools or models that your firm uses for identifying best practice implementations.

7.2 Project Communications

Describe the overall process for project meetings, meeting minutes, agendas, action items, schedule of reports (i.e., quarterly or monthly), as well as the communication chain during the project.

7.3 Project Management

Describe the overall best practice project management methodology that will be employed for the ERP implementation. Describe the specific techniques and activities that will be used to ensure the successful delivery. The project management method should reflect the City's unique project, systems, and organization -- not simply quote the PMBOK methodology.

7.4 Scope of Work, Deliverables & Assumptions

Provide a detailed description of the proposed scope of work reflecting a logical, best practice work plan your firm will undertake to achieve client satisfaction and satisfy the requirements of this RFP. The scope of work should reflect a detailed Work Breakdown Schedule (WBS) illustrating project phases, tasks, sub-tasks, deliverables and assumptions. This section will provide a work plan **reflecting the WBS** for the following typical project tasks. Given the critical importance of sufficient project planning and management on ERP deployments, proposals that do not provide a WBS may be deemed unresponsive.

The Proposer may propose different means, methods and procedures than those shown below, e.g., your proprietary approach, if it feels an alternate approach might prove more effective and increase the success of the ERP implementation.

- Project Management
 - Must have experience with government installations and processes.
 - Must be in business for 10 or more years.
 - Must have previous migration experience (from one ERP to another).
 - Must have Staff capability, capacity and resources to implement solution.
 - Must have a named dedicated project manager and a backup project manager.
 - Must have a named dedicated implementation manager and a backup implementation manager.
- Design
 - System Environment (Development, Test, Production)
 - Software Configuration (ERP, ECMS, Third-Party)
 - Data Conversion Plan
 - Integration

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- Development
 - Software Installation and Configuration
 - Data Conversion
 - Report Development
 - Integrations/Interfaces
- Testing
 - Test Plans
 - Functional and Technical Test Scripts
 - Unit, Integration, and Regression Testing
- Documentation
 - System Documentation
 - Including, but not limited to,
 - System installation, configuration, end user privilege and security level definitions.
 - Reports: Provide system report documentation on how to write reports.
 - End User Documentation
 - Application Software: including role-based documentation tailored to each business process automated in the system implementation.
- Training
 - System Administration
 - End User Training
- Quality Assurance Review Process
- Disaster Recovery Plan
- System Operations Knowledge Transfer
- System Deployment/Go-Live
- Change Management Plan
- On-Going Support and Maintenance
- Warranty and Maintenance

The successful Proposer shall be responsible for the implementation and the satisfactory performance of any third-party software included in the Proposer's proposal. A proposal should describe any products, features or other value-added components recommended for use with the proposed system that have not been specifically requested in this RFP.

The Proposer's work plan will be closely reviewed to confirm that the Proposer understands and effectively applies proven best practices. Per PMBOK best practices, the numbering of phases, tasks and subtasks in the Proposer's Scope of Work should match those in the Project Schedule and Cost Proposal.

7.5 Data Migration Plan

Provide a comprehensive Data Migration Plan in accordance to the data migration requirements described in Appendix I. The Data Conversion Plan should be tailored and written to reflect our existing database environment. The data migration plan, at minimum, should address the following:

1. Proposers database Entity Relationship Diagram (ERD)
2. Conversion approach
3. Roles of the Proposer

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4. Roles of the City
5. Conversion techniques
6. Testing processes/methodology
7. Data validation procedures
8. Data extraction
9. Digital format
10. Frequency
12. Data cleanup requirements

7.6 Ongoing Technical Support

Describe the ongoing technical support options proposed by provided by the Proposer. This should include all software (ERP and Third-Party) identified in the Proposer's proposal. Address the following:

1. Post-implementation support (e.g., number of months of on-site support after Go-Live).
2. Telephone support (e.g., toll-free support hotline, hours of operation, availability of hotline twenty-four (24) hours per day and seven (7) days per week). Include the geographic location of the telephone support staff.
3. Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
4. Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).
5. Define automatic process for missed Service Level Agreements (SLA) for Support and compensation to the City for not meeting SLA for Support.

7.7 Warranty and Maintenance

Describe the warranty and maintenance options proposed by the Proposer. This should include all software (ERP and Third-Party) identified in the Proposer's proposal.

1. Delivery method of future upgrades and product enhancements.
2. Historical frequency of upgrades by module.
3. Problem reporting and resolution procedures.
4. Bug fixes and patches.
5. Other support (e.g., on-site, remote dial-in, website access to patches, fixes and knowledge base).

7.8 Detailed Project Schedule

The Proposer will provide a detailed MS Project Schedule (or similar) reflecting all phases, tasks, subtasks, deliverables, key milestones, task durations; start and completion dates; and tasks City staff will be required to perform. Project schedule assumptions made by Proposer should also be noted on a separate page following the Project Schedule. Failure to provide this information may deem a proposal as non-responsive and result in the Proposer not moving to the next stage in the evaluation process. Per PMBOK best practices, the numbering of phases, tasks and subtasks in the project schedule should match those of the Proposer's Work Plan and Cost Proposal.

7.9 Specific Tasks to be Carried out by City Staff

Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

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7.10 Additional Innovative/Creative Approaches

Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

Section 8: Financial Capacity

The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.

Section 9: Key Personnel

It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions and in the eventuality that key personnel leave the organization, have defined a succession plan to replace those assets. Vendors shall minimize disruptions to the project schedule and make sure new staff assigned to the project are up to speed on the project prior to assigning them. Vendor is responsible for mitigating project disruptions and promoting continuity.

- 9.1 Project Organization Chart: Provide a project organization indicating the anticipated Proposer and City project staffing required for a successful ERP implementation.
- 9.2 Roles and Responsibilities of Project Team: Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the role and responsibility to be performed by each.
- 9.3 Project Team Resumes: Include resumes or curriculum vitae of each proposed staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

Section 10: Cost Proposal

Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix J. Cost Proposal spreadsheet. The cost Proposal shall be for an enterprise site license and be valid for a minimum of 180 days following submission. **The City shall not pay for software maintenance until and when the software or software module has gone live.**

Section 11: Disclosure

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

Section 12: Sample Professional Service Agreement

The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See 2.12, Conditions to Agreement of this RFP below.

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2.2 Process for Submitting Proposals

- 2.2.1 **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- 2.2.2 **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- 2.2.3 **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
- 2.2.4 **Forms to Accompany Proposal:** Appendix C, Checklist: Proposal Content, Appendices and Forms, shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- 2.2.5 **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- 2.2.6 **Submission of Proposals:** *Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 5:00 p.m. (P.S.T) on March 22, 2024, Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.*
- 2.2.7 **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 29, 2024, at 5:00 p.m.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be via Planetbids. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the Purchasing Staff regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- 2.2.8 **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

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- 2.2.9 **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents within ten (10) days of City notification, unless otherwise specified in the solicitation:

Insurance - City requires that licensees, lessees, and proposers have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

W-9 – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

2.3 Evaluation Criteria

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

Figure 2.3.1: Evaluation Criteria

	Criteria	%
1	Compliance with RFP Specifications	10%
2	ERP Solution Functionality & Architecture	20%
3	Qualifications of the Firm	20%
4	Implementation Methodology	20%
5	Project Manager & Staff Experience	20%
6	Cost Proposal	10%

2.4 Evaluation of Proposals and Selection Process

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal

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in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews/demonstrations, if held, are tentatively scheduled March/April 2024 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may, during this stage of the evaluation process, also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

2.5 Protests

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing

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Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

2.6 Accuracy of Proposals

Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

2.7 Responsibility of Proposers

The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

2.8 Confidentiality

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public.

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The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council. If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

2.9 Ex Parte Communications

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix D** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

2.10 Conflict of Interest

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

2.11 Disclosure of Governmental Position

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be

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required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix D**.

2.12 Conditions to Agreement

The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Professional Service Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

2.13 Disqualification Questionnaire

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix D**.

2.14 Standard Terms and Conditions

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via Planetbids. Proposers should check this web page daily for new information

APPENDIX A

SCOPE OF WORK

The City desires an enterprise system that has the flexibility, reliability, redundancy and capability to meet current and future business functions and integrates those functions into a single computing environment. Proposers should prepare their proposals based on addressing the business functions that are listed in Appendices F, G, H, I and K. The City reserves the right to negotiate changes (including additions and deletions) to this list of functionalities as the scope and cost of the project evolves.

Proposers are requested to break the implementation and related costs into the phases identified below. It is the City's intent to adopt industry best practices and standards wherever feasible in order to minimize the customization and configuration that is required to implement and maintain the various components of the proposed ERP solution.

Figure 1.5.1: Number of End Users

	Organization	No. of Staff
1	Finance	25
2	Human Resources	12
3	Information Technology	20
4	All City Staff	690

Phased Deployment: The City anticipates the ERP system will be implemented in two phases. This will serve to prioritize the application software most needed and reduce the risk of failure, e.g., budget change orders, schedule overruns, or a lack of end user acceptance. Deployment will include software installation and configuration, testing, staff training, report development, data migration, systems interface development and technical support after system cutover.

Phase 1: HR/Finance GL Applications

Phase 1 will consist of HR application modules and one Finance module, General Ledger. Proposer will be asked to structure the proposal, and this phased approach, in their project plans, consisting of technical proposal, proposed schedules, and cost proposals, accordingly.

HR Application Software	Financial Applications
• Benefits	• General Ledger
• New Hires	• Payroll
• Position Budgeting	

Phase 2: Finance Applications

The Phase 2 deployment will consist of finance application modules. Proposers will be asked to structure the proposal, and this phased approach, in their project plans, consisting of technical proposal, proposed schedules, and cost proposals, accordingly.

- General Accounting
- Accounts Payable
- Accounts Receivable
- Store Inventory
- Budgeting
- GASB34 Reporter

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- Treasury
- Year End Closing
- Contract Management
- Project Accounting
- Fixed Assets
- Purchasing

1.6 Requirements

In 2019 ThirdWave Corporation developed the City's IT Strategic Plan, and in 2020 the firm was retained to assist with the procurement of an Enterprise Resource Management (ERP) system to replace the City's current ERP system.

1.6.1 Business Process, Functional & Technical Requirements

The City has invested considerable financial and human resources towards developing a complete and comprehensive set of functional and technical requirements. Fifteen (15) As-Is and To-Be business Rapid Workflow® process mapping workshops were held with City business process owners and subject matter experts, in addition to other commonly used needs assessment techniques. Appendix K, Rapid Workflow® As-Is & To-Be Process Maps, provides this information.

Over one-hundred ninety-three (193) business challenges related to the current ERP system were articulated during the needs assessment project. Requirements address business process improvement, enhanced operations and enhanced service delivery to city customers. Over 600 functional requirements were identified. **Appendix F**, Business Process Functional Requirements, provides an Excel form to be filled out and included **as an Excel file** in proposal responses.

1.6.2 Reporting Requirements

Business process owners identified 150 reports in the As-Is and To-Be Rapid Workflow® business process mapping workshops. **Appendix G**, Reporting Requirements, provides an Excel form to be filled out and include **as an Excel file** in proposal responses. [Note the number of reports included in the cost proposal.](#)

1.6.3 Interface Requirements

The needs assessment project also identified interface requirements needs that will involve several systems including the existing ERP and Excel tables. There are currently more than twenty-two (22) internal and external interfaces that will need to be addressed with the deployment of a new ERP. **Appendix H**, Interface Requirements, provides an Excel form to be filled out and include **as an Excel file** in proposal responses.

1.6.4 Data Migration Requirements

The needs assessment also identified data conversion needs that will involve several existing databases in SQL, Oracle PeopleSoft, and Excel. **Appendix I**, Data Migration Requirements, provides an Excel form to be filled out and included **as an Excel file** in proposal responses, including the following:

- All payroll data
- 10 years of data for all other modules

Vendors shall describe their data conversion methodology, process, typical iterations and City and Vendor activities and responsibilities for achieving 100% complete data conversion. The data conversion scope of work will not be considered complete until all (100%) required data has been successfully migrated

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1.6.5 System Requirements

4. Graphical User Interface

The proposed ERP will provide a contemporary and consistent Graphical User Interface (GUI) with logical menus, intuitive navigation, and consistent visual cues (pull downs, checklists, check boxes, etc.). The GUI will support a consistent user experience across all major browsers. The implemented system will provide a navigation that conforms to industry best practices, across all modules including consistent use of good keyboard shortcuts, keyboard form navigation, standardized form validation, and standardized use of lookup and search screens, dropdowns, and pop-ups, tooltip text, icons, etc.

5. Web Portal

The proposed ERP system will provide the option of implementing a Web Portal that incorporates a single point of personalized, unified access to applications, content, processes, and people that integrates content and applications, including a unified, collaborative workplace; transactional features (E-Commerce) security, search, and workflow. All external facing portal solutions, for employees and the public, shall provide dual factor authentication and be secured using SSL.

The Web Portal will be based on a Service-Oriented Architecture (SOA) framework for building distributed systems that deliver application functionality as services to either end-user applications or other services. These services should be defined as web services using middleware (enterprise service bus (ESB)) integration tier for routing and logging to other services.

6. Archiving

- d. The implemented system shall provide on-line access to the current year plus seven (7) previous years of summary and line-item detail data retained in the system, and shall provide archive capabilities thereafter.
- e. The implemented system shall provide the ability for users to selectively copy and/or archive system data to external storage media (e.g., CD-ROM, Digital Video Disk (DVD) based on user-defined number of years or other user-defined criteria and the evolution of the external data storage industry.
- f. The implemented system shall provide a process to purge archived documents/data.

4. Middleware & ESB (Enterprise Service Bus)

The proposed ERP system will provide a middleware tier that connects software components or applications that consists of a set of services that allows multiple processes running on one or more machines to interact across the network. It includes web servers, application servers, and similar tools that support application development and delivery and is based on a SOA framework that is defined by ESB, XML, SOAP, REST, Web services, APIs, RPCs, BPEL, etc.

5. Reporting and Business Intelligence (BI)

The implemented system will provide a reporting and business intelligence (BI) module that provides the City with the ability to make educated and relatively fast decisions due to the availability of reliable and easy to digest information.

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The implemented system BI module functionality will include a decision support system driven by an underlying data warehouse. The data warehouse feeds management with real-time data to ad hoc reports, online charts and tables, as well as graphical dashboards that offer a host of information in the form of financial reports, scorecards, and key performance indicators including alerts and notifications that enable staff to focus on exceptions as well as on routine or steady-state operations.

6. Interfaces

The Proposer shall provide system interfaces for internal and external applications and databases. Additional technical information about interfaces is included in Appendix H, Interface Requirements.

7. Security

The implemented system shall provide security by groups and individual users. Security must include minimum inquiry, add, update, and delete levels. Security may apply to the screen, processes and secured data items. This security must be enforced across all modules and queries, even those coming from an external source (i.e., reporting tool). Security functionality includes user/job role-based access, authentication (account management, password management and other account related activities) and single-sign on, mobile device business application access, database access security, etc., utilizing LDAP (Lightweight Directory Access Protocol) which supports single sign-on, account management, authentication, password policy, and access control services.

8. Redundancy, Backup and Disaster Recovery

Hardware Redundancy

- a. The Proposer shall include a recommendation for hardware infrastructure that can support high availability, load tolerance, real-time failover, as well as integration into an offsite disaster recovery infrastructure.
- b. The disaster recovery recommended solution shall include a complete offsite server and networking installation that has the capability to roll from the primary site to this offsite location within a 24-hour recovery window. This roll over shall include all applications and data.

Backup and Disaster Recovery

- a. Software crash tolerance: Servers and client software should maintain its integrity in case of power failures and abrupt shutdowns.
- b. Restart/Recovery: system must be capable of restart and recovery after system failure with no loss of data or software components.
- c. Integrity checking feature: Must provide the capability of identifying the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.
- d. Incremental, differential, and full backups and restores of the database, Core and customized software, software and database configuration options, user preferences and rights, etc.
- e. Cloud DR site and storage updates in the event the City system fails, the vendor will provide a process and services to stand up the failed system, including the cost for doing so.

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- f. Immutable Backups: The proposed solution will provide immutable backups, backup files that cannot be changed or deleted for any reason whatsoever, and shall be safe from new ransomware infections after the backup has been created, and non-malicious data loss threats such as accidental file deletions and backup file overwrites.
- g. Restart/Recovery: system must be capable of restart and recovery after system failure with no loss of data or software components.
- h. Provide 'Hot Fix' programming support in the event of a significant software bug, prior to the next scheduled software release.
- i. Integrity checking feature: Must provide the capability of identifying the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.
- j. Incremental, differential, and full backups and restores of the database, Core and customized software, software and database configuration options, user preferences and rights, etc.

9. Service Levels: Performance, Scalability, Availability

The proposal will meet or exceed the following system and service levels:

- a) Recommend the hardware to handle the average transaction load with an average CPU utilization of no more than 35% - 40% of the CPU capacity. The peak CPU utilization shall never exceed 70% of CPU capacity at any given time.
- b) The average transaction on the server needs to occur on average less than one second. The response time for the most common requests to reach a user shall not exceed 3 seconds.
- c) Maintain 99.99% availability — including planned maintenance.
- d) Track system uptime and transaction response times in order to demonstrate operation within acceptable levels.
- e) Complete all simple, single-screen online inquiry transactions in under one second, during peak usage.
- f) Complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.
- g) Recommend a window for batch processing in terms of the business cycles and minimal end-user usage (i.e., the windows you anticipate the system workload to be low).
- h) Define what metrics and criteria are used to determine downtime and uptime

10. System Architecture

The proposal will meet or exceed the following system architecture requirements:

- a. Employ multi-tier system architecture.
- b. Provide all screens, reports and transactions through a Web browser.
- c. Provide a graphical user interface (GUI).
- d. Provide easy deployment to desktops, i.e., deployment tools to push or pull software to the desktop.
- e. Provide user-defined: exits, tables, fields, screens, reports, forms, shortcut keys, menus, business rules, and workflows.
- f. Provide application and system configuration tables accessible within all modules.
- g. Provide customizable user interfaces, including ability to customize menus and forms, and by user.

- h. Provide the ability to schedule automatic job scheduling (i.e., batch jobs, billing, etc.) and automatically notify staff when a job ends successfully or unsuccessfully.
- i. Accommodate background (batch) jobs concurrently with online updates.
- j. Provide data and transaction logic validation through the use of centralized or distributed business rules.
- k. Provide support for inter-process communication including, but not limited to, the following: Attachment of standard object types in an object library; cut and paste capability from data fields and screens to other applications.
- l. Provide the ability to attach imaged documents.
- m. Provide the ability to attach scanned documents to database objects.
- n. Provide ability to email invoices, requisitions, purchase orders, etc. to appropriate recipient.
- o. Support mass changes to definable groupings of transactions.
- p. Support effective dating for transactions and table updates, including both future and retroactive changes.
- q. Provide the user with the ability to drill down from a transaction view to the respective and supporting source record view regardless of module source.
- r. Provide the ability to facilitate upgrades to future operating systems, database and other software upgrades.
- s. The Proposal shall describe the overall application development tools to be used in the systems integration services for the City's selected Software Solution.
- t. Provide for an auditing mechanism for changes made to data and accounts by users.

11. Database Architecture

The proposal will meet or exceed the following system architecture requirements:

- a. Utilize utilities for database performance monitoring and tuning that comply with industry standards, including but not limited to tools for table and file maintenance.
- b. Lock database records based on the City's parameters (e.g., at row level, field level, or at the application level).
- c. Provide graphical data modeling, entity relationship diagram (ERD), data definition and data dictionary components, including but not limited to business definitions and technical definitions for data elements.
- d. Accommodate separate instances of databases.
- e. Support online modifications to database structures with minimal user downtime.
- f. Allow for data replication including, but not limited to, copying an instance of any database to other City specified locations (i.e., Storage Area Network (SAN)).
- g. Provide the ability to set up log event triggers to automatically notify administrator when a user-defined database condition or set maximum/minimums are exceeded.
- h. Provide the ability for the administrator to track user behavior as well as database utilization.
- i. Provide standard data extraction API to allow import and export of data.
- j. Provide documented best practices including but not limited to optimum database configuration, client maintenance and change control.
- k. Provide for integration into Microsoft SQL Server Reporting Services

APPENDIX B

**SAMPLE
PROFESSIONAL SERVICE AGREEMENT**

Request for Proposal
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City of Costa Mesa

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Appendix “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Appendix “A, Scope of Work” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Appendix “B, Professional Services Agreement” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

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1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

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4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation

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insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance

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shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____

Fax: _____

Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (714) 754-

Fax: (714) 754-

Attn: _____

Provide courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with

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the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including,

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without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third-party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors

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and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

City Manager

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Taxpayer ID Number

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ATTEST:

City Clerk of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

APPENDIX C
Checklist: Proposal Content, Appendices and Forms

	Proposal Cover.....	<input type="checkbox"/>
Section 1	Cover Letter.....	<input type="checkbox"/>
Section 2	Table of Contents	<input type="checkbox"/>
Section 3	Checklist: Proposal of Forms to Accompany Proposal	<input type="checkbox"/>
Section 4	Background and Project Summary Section	<input type="checkbox"/>
Section 5	Qualifications & Experience	<input type="checkbox"/>
Section 6	ERP Technical Proposal	<input type="checkbox"/>
Section 7	Implementation Approach & Workplan.....	<input type="checkbox"/>
Section 8	Financial Capacity	<input type="checkbox"/>
Section 9	Key Personnel	<input type="checkbox"/>
Section 10	Cost Proposal.....	<input type="checkbox"/>
Section 11	Disclosure.....	<input type="checkbox"/>
Section 12	Sample Professional Service Agreement.....	<input type="checkbox"/>

Appendix D Forms

Vendor Application Form.....	<input type="checkbox"/>
Ex Parte Communications Certification.....	<input type="checkbox"/>
Disclosure of Government Positions	<input type="checkbox"/>
Disqualification Questionnaire	<input type="checkbox"/>
Bidder/Applicant/Contractor Campaign Contribution.....	<input type="checkbox"/>

Appendix F	Business Process Functional Requirements Excel Spreadsheet	<input type="checkbox"/>
Appendix G	Reporting Requirements Excel Spreadsheet	<input type="checkbox"/>
Appendix H	Interface Requirements Excel Spreadsheet.....	<input type="checkbox"/>
Appendix I	Data Migration Requirements Excel Spreadsheet	<input type="checkbox"/>
Appendix J	Cost Proposal Excel Spreadsheet.....	<input type="checkbox"/>
Appendix K	Rapid Workflow® As-Is & To-Be Process Maps.....	<input type="checkbox"/>

**APPENDIX D
FORMS**

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Bidder/Applicant/Contractor Campaign Contribution

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VENDOR APPLICATION FORM
FOR
RFP No. for 24-07 Enterprise Resource Planning (ERP) System &
Professional Implementation Services

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

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Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number:

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date:

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EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning formal **RFP No. for 24-07 Enterprise Resource Planning (ERP) System & Professional Implementation Services** at any time after **February 14, 2024**

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 14 03, 2023** with a City Councilmember concerning informal **RFP No. for 24-07 Enterprise Resource Planning (ERP) System & Professional Implementation Services**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ **No** _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

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**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

Date

Appendix F Functional Requirements (Attached Excel File)

Appendix G Reporting Requirements (Attached Excel File)

Appendix H Interface Requirements (Attached Excel File)

Appendix I Data Migration Requirements (Attached Excel File)

Appendix J Cost Proposal (Attached Excel File)

Appendix K: Rapid Workflow® As-Is & To-Be Process Maps