

**REQUEST FOR PROPOSAL  
FOR**

**Enterprise Resource Planning (ERP) System  
Procurement  
and  
Implementation Services  
RFP “ERP-2014”**



Issue Date  
**Tuesday, November 26, 2014**

Response Due Date/Time  
**Thursday, January 8th before 5:00 PM**

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# 1. RFP Overview

## 1.1 Purpose of RFP

The purpose of this RFP is to solicit responses from qualified vendors offering the functionality and features identified to replace or re-implement the City of Glendale’s (City) current Oracle - People Soft Enterprise Resource Planning system. The City seeks a qualified firm (Proposer) with the experience, expertise, and qualifications to provide a fully integrated, proven state-of-the-art solution (Future System). The City will be looking to partner with the selected vendor to provide the associated professional services to complete implementation. The City will complete a fair and thorough evaluation of vendor responses to this RFP.

The City is interested in a single solution that provides all of the functionality identified below by a future single proposer. Detailed requirements are located in section 5.0 (Replacement System Requirements). At a **minimum**, the proposed Future System should consist of the following integrated functions:

- General Ledger
- Accounts Payable
- Accounts Receivable / Billing & Collection
- Allocation
- Treasury / Cashiering
- Budgeting
- Requisitions / Purchasing / eProcurement
- Fixed Asset Management
- Grant Accounting / Management
- Human Resources
- Performance Reviews
- HR Certification / HR Training
- Payroll
- Risk Management
- Project Job Costing
- Benefits Administration
- Workers Compensation / Health Service / FMLA
- Inventory / Warehouse Management
- Workflow
- Reporting

In addition to the software functionality identified above, the City is seeking a Proposer to provide professional services that will ensure a successful implementation. The professional services should include the following:

- Project Management
- Software Installation and Configuration
- Implementation Consulting

- Business Process Review and Redesign
- Training
- Documentation
- Software Maintenance and Support
- Conversion Services

The City is also interested in evaluating both local installed solutions and alternative cloud-based service and support models. Proposers are encouraged to offer alternatives to the traditional license purchase approach. If alternatives are offered, the Proposer should clearly identify what is being offered and the pricing to allow the City to fully evaluate the offering as compared to the traditional licensing approach.

The City desires to initiate the project kick-off on or before July 30, 2015 and is prepared to have City resources assigned and available to the project. The City is open to a phased approach that meets its business, operational and financial needs. For Phase I, the City intends to implement HR and Payroll to coincide with the City move from semi-monthly pay periods to bi-weekly. During this initial phase, the City anticipates a change to its Chart of Accounts as part of the implementation. The City understands this may result in a mid-year transition to a new Payroll system and will require temporary interfaces to the current system for Payroll GL transactions, AP vouchers driven by Payroll runs, etc. The City expects the proposal responses to address these and how risks can be minimized.

The Core Financials will follow as Phase 2, as well as other supporting modules. The City is looking for Proposers to craft an approach for all phases that meets these objectives based on the proposer’s experiences. If Proposers are not able to meet this approach, they are encouraged to propose an alternative for the City to consider.

## 1.2 RFP Timeline

Table 1, RFP Schedule of Events, identifies the RFP schedule that will be followed.

**Table 1 – RFP Schedule of Events**

RFP EVENT	DATE/TIME
<b>City Issues RFP</b>	November 26, 2014
<b>Intent to Propose Response (Recommended)</b>	December 9, 2014
<b>Deadline for Proposer Questions</b>	December 16, 2014
<b>City Responses to All Questions</b>	December 31, 2014
<b>Deadline for Proposal Submission</b>	January 8, 2015
<b>City Completes Evaluations</b>	January 12 – February 6, 2015
<b>Finalist(s) Notified &amp; Proof of Capabilities (POC) Packet Provided</b>	February 6 – 13, 2015
<b>POC Demonstration(s)</b>	February 23 – March 13, 2015
<b>Select Vendor</b>	March 25, 2015
<b>Began Contract Negotiations</b>	March 25 – June 2015
<b>Award of Proposal &amp; Contract Execution</b>	July 30, 2015

Proposers should be aware that finalist(s) will be required to participate in a minimum of 2 days of scripted proof-of-capabilities (POC) demonstration to allow staff to fully understand the proposed solution. The POC is not intended to be a generic demonstration of the application, but rather a demonstration of specific product functionality deemed most critical to the City using

scenarios provided by the City. Proposers must be prepared to invest the time and resources in the POC to be successful on this procurement.

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers who comply with Section 1.7 (Intent to Propose).

### 1.3 RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Damion Patrick  
Information Services Department  
141 N. Glendale Ave, Suite 314  
Glendale, CA 91206  
(818) 551-3012

[dpatrick@glendaleca.gov](mailto:dpatrick@glendaleca.gov)

***Proposer contact with anyone else in the City is expressly forbidden and may result in disqualification of the Proposer's bid.***

### 1.4 Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

### 1.5 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be provided to all Proposers complying with Section 1.7 (Intent to Propose). Proposers will respond to the final written RFP and any exhibits, attachments, and amendments.

### 1.6 Questions Pertaining to the RFP

Specific questions concerning the RFP should be submitted via e-mail to the RFP Coordinator (See Section 1.3) prior to December 16, 2014 as identified in Section 1.2 RFP Timeline. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked.

Copies of all questions and the City's responses will be emailed to all Proposers complying with Section 1.7 (Intent to Propose).

### 1.7 Intent to Propose

Each Proposer who plans to submit a proposal should register by email to the RFP Project Coordinator (Section 1.3). The email should indicate the Proposer's intent to respond to this RFP. The email should include:

- Proposer name
- Name and title of Proposer main contact

- Address, telephone and facsimile number, and email address

Submittal of the Intent to Propose email is highly recommended and necessary to ensure receipt of RFP amendments, responses to vendor questions, and other communications regarding the RFP. The Intent to Propose is not intended to bind Proposers to submitting a proposal.

## 1.8 Proposal Submittal

Proposals must be submitted no later than the "Deadline for Proposal Submission" as identified in Section 1.2. Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in a sealed package one (1) original, signed master, ten (10) copies of RFP Response and (10) copies of Pricing Response in separate cover, and one (1) electronic copy (a single .pdf file containing all submitted material is strongly encouraged). The package should be clearly labeled as follows:

Attention: Damion Patrick – RFP Coordinator

Proposal for ERP System and Implementation Services

RFP-ERP2014

Name of Proposer

Proposer's Address

Proposer's Contact Person

Proposer's Telephone Number

The proposal package should be mailed, couriered, or hand delivered to the Information Services Department, 141 N. Glendale, Suite 314, Glendale, CA, 91206. Attention: Damion Patrick, RFP Coordinator. All proposals must be received before 5:00 PM at the above address on the Deadline for Proposal Submission date as indicated in Section 1.2. Proposals received after this time and date may be returned unopened. Postmarks will ***not*** be accepted as proof of receipt.

## 1.9 Public Records Law

Pursuant to California Government Code Section 6250, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to this code section. See Section 8.18 regarding proprietary response content.



## 2. City Overview

The City of Glendale is located at the juncture of the San Fernando and San Gabriel valleys and is divided into 34 neighborhoods which are delineated by streets, washes, and mountain ridges. Glendale has a Mediterranean climate enjoyed by 195,000 individuals calling it home and making it the fourth largest city in Los Angeles County and the 22nd largest city in the state of California. Glendale prides itself on the quality of services it provides to the community. It is a full-service City, which includes a water and electrical department.

Glendale was incorporated on February 16, 1906 and since its incorporation, it has been a charter city governed by a City Council / City Manager form of government. There are five elected Council Members as well as an elected City Clerk and City Treasurer, while the City Manager and City Attorney are appointed by the City Council. The City Manager acts as the Chief Executive Officer responsible for the daily operations of the City and appoints all department executives, who are in turn responsible for the daily operations within their individual departments. The City Council appoints members of the City Commissions.

The fourteen City departments include:

- ◆ The **Administrative Services – Finance Department** provides a key role in every financial transaction of the City. Responsibilities include budget, purchasing, payroll, accounting, revenue and collections, and accounts payable. The Department is considered a central support department providing fiscal oversight and control to other City departments and related agencies.
- ◆ The **City Attorney’s Office** provides a full-range of dedicated, in-house legal services intended to ensure the legality of legislation, contracts, and programs, as well as ethically and competently defending legal actions filed against the City and its employees. The City Attorney’s Office consists of three primary sections: Litigation and Risk Management, Departmental Support Services, and Code Enforcement.
- ◆ The **Office of the City Clerk** is a service department within the City of Glendale upon which the City Council, all City departments, and the general public rely for information regarding the operations and legislative history of the City. The department serves as the liaison between the public and City Council, oversees local elections and provides related municipal services.
- ◆ The **Office of the City Treasurer** is responsible for receiving, disbursing, depositing and investing all City of Glendale funds including the Successor Agency funds. The primary mission of the City Treasurer is the safeguarding of City funds with the goals of preservation of capital balances, ensuring liquidity to meet the daily, weekly, monthly and annual cash needs of the City and investing idle funds.
- ◆ The **Community Development Department (CDD)** is comprised of four divisions: 1) Building and Safety, which includes plan check/engineering, plan review, building inspections, and permit service; 2) Administrative Support/Customer Service, which carries out the administrative and customer service functions for CDD; 3) Planning and Neighborhood Services, which includes comprehensive planning, current planning, design studio, community outreach and education, code compliance, graffiti removal, problem solving, and licensing 4) Housing Division, which provides rental assistance, development and preservation of affordable housing; and the Successor Agency Support, which is responsible for winding down the affairs of the former Glendale Redevelopment Agency and providing staff support to the Oversight Board.
- ◆ The **Community Services and Parks Department** consists of six sections: Administration, Park Planning and Development, Park Services, Recreation and

Community Services, Community Development Block Grant / Homeless Program, and Workforce Development / Glendale Youth Alliance.

- ◆ The **Fire Department** is organized into five sections: Administrative Support/Grants, Fire Prevention & Environmental Management Center, Emergency Medical Services (EMS), Operations & Training and Safety, and the Verdugo Fire Communications Center. Through nine strategically located fire stations, the Fire Department works to maintain a safe community and contribute to an improved quality of life by providing the highest possible level of emergency services.
- ◆ **Glendale Water & Power (GWP) Department** provides customers with reliable and sustainable water and power services that are cost effective and innovative. The department is comprised of five divisions: Business Strategy, Power Supply and Support Services, Customer Service, Electric Works and Water Works.
- ◆ The **Human Resources Department** is responsible for all employment services for the organization including recruitment and testing, employee relations, employee benefits, training and development, occupational safety, workers' compensation and employee health services. The Human Resources Department is organized into four divisions: Human Resource Administration, Benefits Administration, Employee Health Services and Risk Management (Workers' Compensation & Employee Safety).
- ◆ The **Information Services Department (ISD)** is organized into three Divisions: Applications Support, Infrastructure Support and the Wireless Communications. The department's purpose is to provide leadership in information technology at the City, with a focus on providing strategic direction on technology issues, while responsibly managing the City's technology infrastructure and applications and maintaining the highest level of reliable service to the community.
- ◆ The Glendale **Library, Arts & Culture Department** provides services, materials and activities to enrich life, foster literacy, inspire intellectual curiosity and stimulate the imagination by providing programs, services, and resources through its divisions: Library Administration, Development, Technology and Collection Services, Programs and Services, and Capital Projects and Facilities.
- ◆ The **Management Services Department** falls under the Office of the City Manager. The City Manager's Office is the department through which the City Manager directs and coordinates the official services and business affairs of the City. Staff works closely with the City Council, recommending policy alternatives and assuring the proper and efficient implementation of Council-approved policies, programs and directives.
- ◆ The **Police Department** provides law enforcement services and addresses quality of life issues in Glendale. Specific responsibilities include 911 emergency responses; proactive law enforcement; traffic enforcement and collision investigation; crime investigation and case preparation; community and school policing; and administration of the City Jail facility. The Police Department is organized into the following five divisions: 1) Administrative Services, 2) Field Services, 3) Investigative Services, 4) Support Services, and 5) Office of the Chief.
- ◆ The **Public Works Department** is comprised of five divisions: Administration, Engineering, Fleet Services, Integrated Waste Management, and Maintenance Services. Department objectives include educating the public on current CIP projects and providing the oversight to maintain City buildings, parking, transportation services, custodial services for all City facilities, and maintenance of the City streets.

### 3. Project Objectives

The most significant challenges identified during the requirements sessions with City staff consist of the following and are specific areas that the City deems important in any future implementation:

- ◆ Enhance operational effectiveness by making more timely, accurate and complete information available to citizens, the Mayor and City Council, City Manager and other City personnel
- ◆ Utilize information technology to improve service to the community
- ◆ Increase productivity by eliminating redundancy and unnecessary tasks
- ◆ Improve management and public policy decision making by increasing the ability to analyze data
- ◆ Allow for continuous upgrades of technology to support current and future core functional needs
- ◆ Utilize and manage technology in a cost effective manner
- ◆ Increase operational effectiveness via improved system training
- ◆ Enhance internal communications through the use of information technology and improved business processes
- ◆ Provide appropriate staffing levels to effectively manage and utilize new information systems
- ◆ Improve sharing of information between City and external agencies
- ◆ Continual innovation to encourage implementation of best business practices (i.e. encourage streamlining and automation of standard business transactions, enhanced processing and on-line capabilities, etc.)
- ◆ Enhanced features and functionality to support increased automation and operational efficiencies (i.e. workflow, self-service, document imaging, accounts receivable, cashiering, refunds, grant management, etc.)
- ◆ Improved reporting and staff access to finance, budgeting, payroll, and billing data and information for self-serve access and activities
- ◆ Inclusion of a Time and Attendance system that meets City requirements or partnership with third party partner
- ◆ Establish rules-based payroll processing
- ◆ Ability to carry-over PO's, apply a change to a PO and have PO's associated with multiple funding sources
- ◆ Reduce the number of customizations with best business practices offered within Commercial Off-the-Shelf COTS solutions

Best business practices promote standardization of business processes across government, and it is critical that the City embrace these “best practices” in order to implement the ERP software with minimal customization.

Additionally, the future system selection will take into consideration the following criteria:

- ◆ How does the system provide **Strategic Alignment** with City overall vision and goals?
- ◆ Does the system align with the **Technology Standards** of the City?

- ◆ Are the **Implementation Risks** clear?
- ◆ Does the **Financial Investment** over 5 years meet City budget?
- ◆ Can the needs of the City be met with proposed **Commercial-off-the-Shelf** solution?
- ◆ Does system provide **Information Sharing, Transparency and Robust Reporting**?
- ◆ Does the vendor have a clear approach to achieve **User Buy-In**?
- ◆ Will the City see **Business Process Improvement**?

## 4. Background / Current Environment

The City’s ERP system (Oracle PeopleSoft Version 9.1 and People Tools 8.5) was implemented in 1994 to replace a custom mainframe system. The initial 1994 implementation efforts focused primarily on Human Resources and Payroll. Subsequently, in 1998, the City undertook a second phase and implemented the core financial modules. Today, the ERP system supports the following business functions: Accounts Payable, General Ledger, Accounts Receivable and Billing, Asset Management (limited), Purchasing, Payroll, HR, Allocations, Enterprise Service Automation, Benefits, Workforce Data Management, Workforce Development, Compensation Management, Budgeting, integrations with other City systems, and numerous other functional needs (using customized in-house developed solutions referred to as bolt-ons, i.e. Cash Receiving, Budget, Timekeeping, etc.).

The City relies heavily on sharing of data and information within its application portfolio. The City has implemented and sustains maintenance agreements or supports internally the following systems:

- ◆ Microsoft Suite of Products (Office, MS Project, SharePoint, MS Exchange, Active Directory, SQL, etc.)
- ◆ GIS (ESRI)
- ◆ Tiburon CAD / RMS (Police)
- ◆ TeleStaff (Police)
- ◆ FSR / CSR (In-house Facility Services Request & Customer Services Request)
- ◆ RecWare (Being replaced with similar system)
- ◆ FileNet
- ◆ NorthStar (GWP Utilities)
- ◆ Elite (Housing)
- ◆ IVOS (Risk)
- ◆ SYM Pro (Treasury)
- ◆ CSI (Land Management / Permitting)
- ◆ NEOGOV
- ◆ DAVID / RENAISSANCE (Workers Compensation)
- ◆ SOFTPAC (Refuse Bin Rentals)
- ◆ Custom File Maker Pro Programs (Hazardous Disposal Permits Billing and Police False Alarm System)

### 4.1 Technology Standards

The following table identifies current technology standards for the City. Proposers will be required to confirm conformance to these requirements or clearly articulate proposed alternatives. The City is open to migrate from its current Oracle / Linux environment(s) to MS-SQL.

**Table 2 – Current Technology Standards**

<b>Technology</b>	<b>Current Standard</b>
Database(s)	SQL 2008 or Higher Moving to SQL Enterprise Cluster in future (Open to replace current Oracle11.2.0.3 / Linux 5.5 to 5.9)
Server OS	Windows Server 2008 R2 or Higher in Data Center (Open to replace current Oracle11.2.0.3 / Linux 5.5 to 5.9)
Desktop OS	Microsoft Windows 7 (Lingering XP)
Server Hardware	Dell
Desktop Hardware	Dell
Laptop/Mobile Hardware	Dell
Office Productivity	Microsoft Office 2010
Browser	IE 9 or Higher, Chrome
Email Server/Client	MS Exchange Server 2003 with upgrade planned for 2015 (Clients on all versions.)
Virtual Environment	Microsoft VM Ware Standard
Storage Area Network (SAN)	EMC – Clarion current (Moving to Dell Component Blade with cluster VMWare for backend storage.)
Active Directory	Single Sign-on using Microsoft Active Directory
VPN	Using Windows PPTP and IPSec for VPN now...client downloads “Any Connect” SSL Web Cisco Anywhere connect.

## 4.2 Existing System Use and Processes

This section provides a high-level overview of how the City uses the current Oracle / PeopleSoft ERP System, as well as information about processes performed outside of the system and the interfaces currently in place to share data. The ERP system is essential to the City’s core business management and provides for financial, payroll, and human resource activities for the City and Glendale Water and Power (GWP). In addition, to maintain data integrity and minimize the duplication of data, the ERP system must integrate, interface or be able to exchange data with other City operational systems (i.e. utility billing, cashiering, permitting, work order, etc.) to share financial and payroll related information. In addition, it will be important for the City to maintain or enhance its current reporting capabilities.

The City relies on the PeopleSoft ERP System to support the following functions:

- Currently implemented and being used:
  - General Ledger
  - Accounts P payable
  - Purchasing / PCards
  - Inventory (GWP and Public Works)
  - Payroll
  - Time and Attendance (Customized module in PeopleSoft)
  - Human Resources
  - Benefits (Limited)
  - Budgeting (Customized bolt-on)
  - Treasury Receipting (Customized Bolt-on)
  - Allocations

- Project Costing (Used exclusively by Glendale Water & Power)
- nVision Reporting Tool
- Interfaces (see list)
- Self Service
- The following modules are installed but not fully implemented and / or being used to their maximum system capabilities:
  - Fixed Asset Management (Limited)
  - Work Order / Inventory Management (Limited to Wireless / Radio Shop)
  - Accounts Receivable (Implemented but limited functionality)
  - Billing (Implemented but limited functionality)
  - Talent Acquisition Management
  - eProcurement
  - eBenefits
- Functional areas not serviced by current system:
  - Centralized Cashiering (Interfaces with City Services Interface (CSI) System)
  - Grants Management (tracked manually)
  - Automated Time Keeping (Interface with Telestaff for Police & Fire)
  - Workers Comp (Renaissance David System)
  - Health Services (MEDGate)
  - Health Services (Assistant – Drug and Alcohol Testing Management Software)
  - Recruitment (NEOGov)
  - Employee Property Assignment (tracked manually)

The following bullets provide additional general information regarding core financial functions performed by the City staff.

- ◆ City staff has a reliance on “shadow systems” using Microsoft Excel and Access to support departmental needs. In the future, the City’s desire is to minimize the use of offline spreadsheets or reliance on independent data repositories.
- ◆ Staff uses a custom bolt-on Budget process for its one year budgeting cycle. The system provides for position based budgeting by department and works well for the City to produce its comprehensive budget report.
- ◆ The City does not have a centralized cashiering function or solution. As a result, multiple departments take payments for permits, licenses, and community activities. Fee transactions collected at departments either process through the custom TR (Treasury Receipt bolt-on) or via CSI (Customer Service Interface) to the financial system. Payments received from the City’s recreation programs are batched daily and electronically interfaced to the TR the following day.
- ◆ The City completes bank reconciliations both electronically and manually.
- ◆ The HR staff uses the PeopleSoft Learning Module to manage the HR department training offerings. In addition, the City uses NEOGov to support applicant tracking, recruitment and hiring.
- ◆ The City’s performance review administration is managed through GEMS (Glendale Employee Management System) for notification of Step Reviews based on system



calculations. Employee Transaction Forms (ETF) is done manually to complete payroll changes using hardcopy documents.

- ◆ The City does not use the system to track employee licensing and certification. This process is performed at the individual department level.
- ◆ City staff enters time into paper time cards and department timekeepers consolidate by entering data into Rapid Time Entry (City custom interface) to support payroll processing. There is no Time and Attendance system at the City.
- ◆ The GWP (Glendale Water and Power) department manages the Utility Billing for Water and Power, as well as City Sewer fees, Fire fees, and Refuse fees using NorthStar. Financial information then is interfaced with the City financial system.
- ◆ Project costing and allocations are being managed differently in different areas of the City. GWP and City projects are defined differently and managed at a different level of detail. The City wishes to find a balance so reporting can be streamlined and understandable.
- ◆ The City’s document management system is FileNet (version 8.0), and the City seeks to continue to leverage this system to support enterprise-wide document management and maintain financial documents for access directly within the ERP System.

### 4.3 Application Context Diagrams

The City has implemented a complex ERP system that is part of a larger complex system that represents the City’s application and technical infrastructure. To assist in understanding the environment within which the current ERP system operates, presented below are two context diagrams to assist in the understanding of the interfaces, integrations, and other system relationships. The two figures depict the two major functional areas the City refers to as GFS (Glendale Financial Management) and GEMS (Glendale Employee Management System).



**GFS (Glendale Financial System)  
Financials (Ver. 9) 7-7-14**

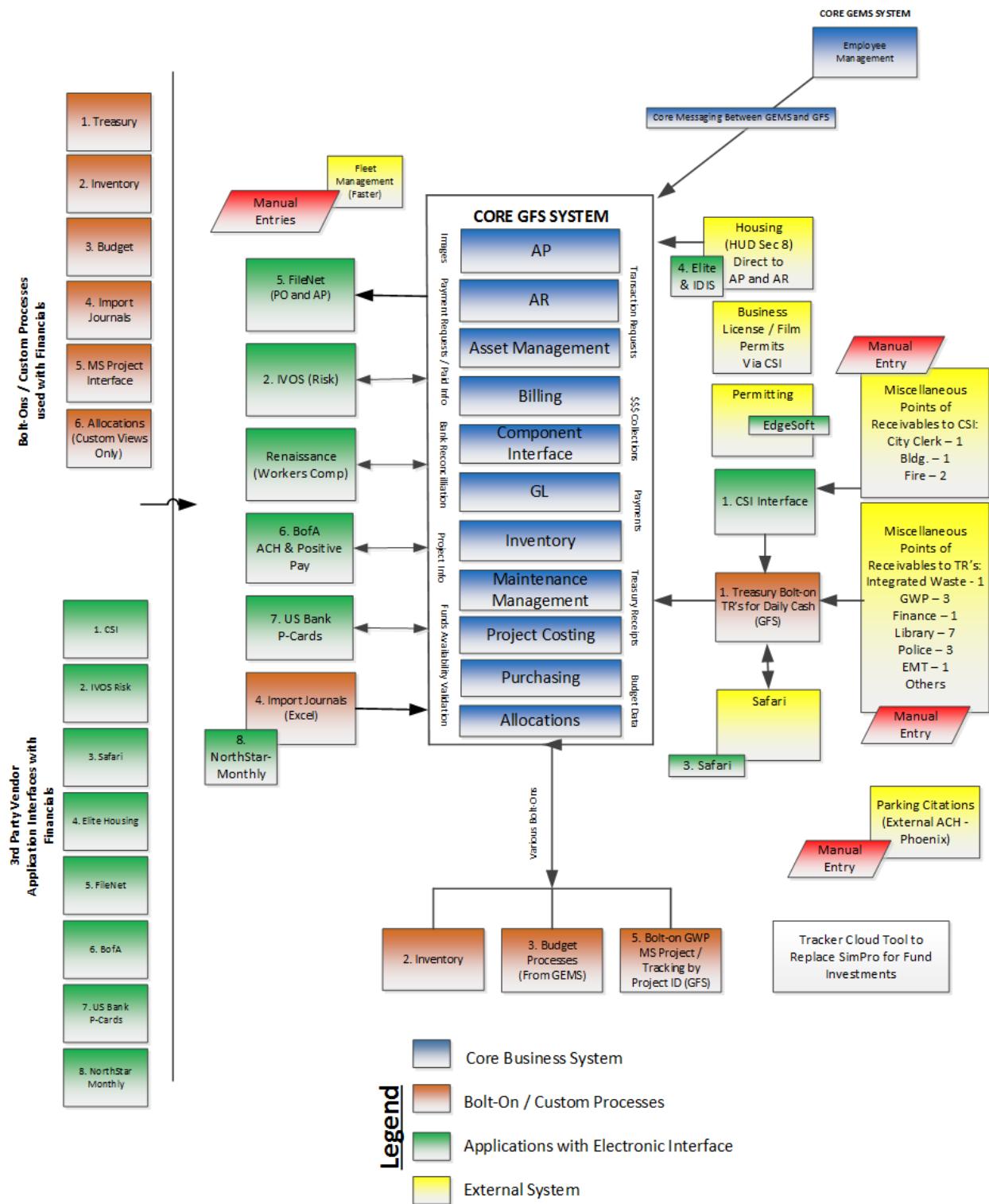


Figure 1 - GFS Context Diagram

### GEMS - Glendale Employee Management System HR / Payroll (Ver. 7) 6-17-14

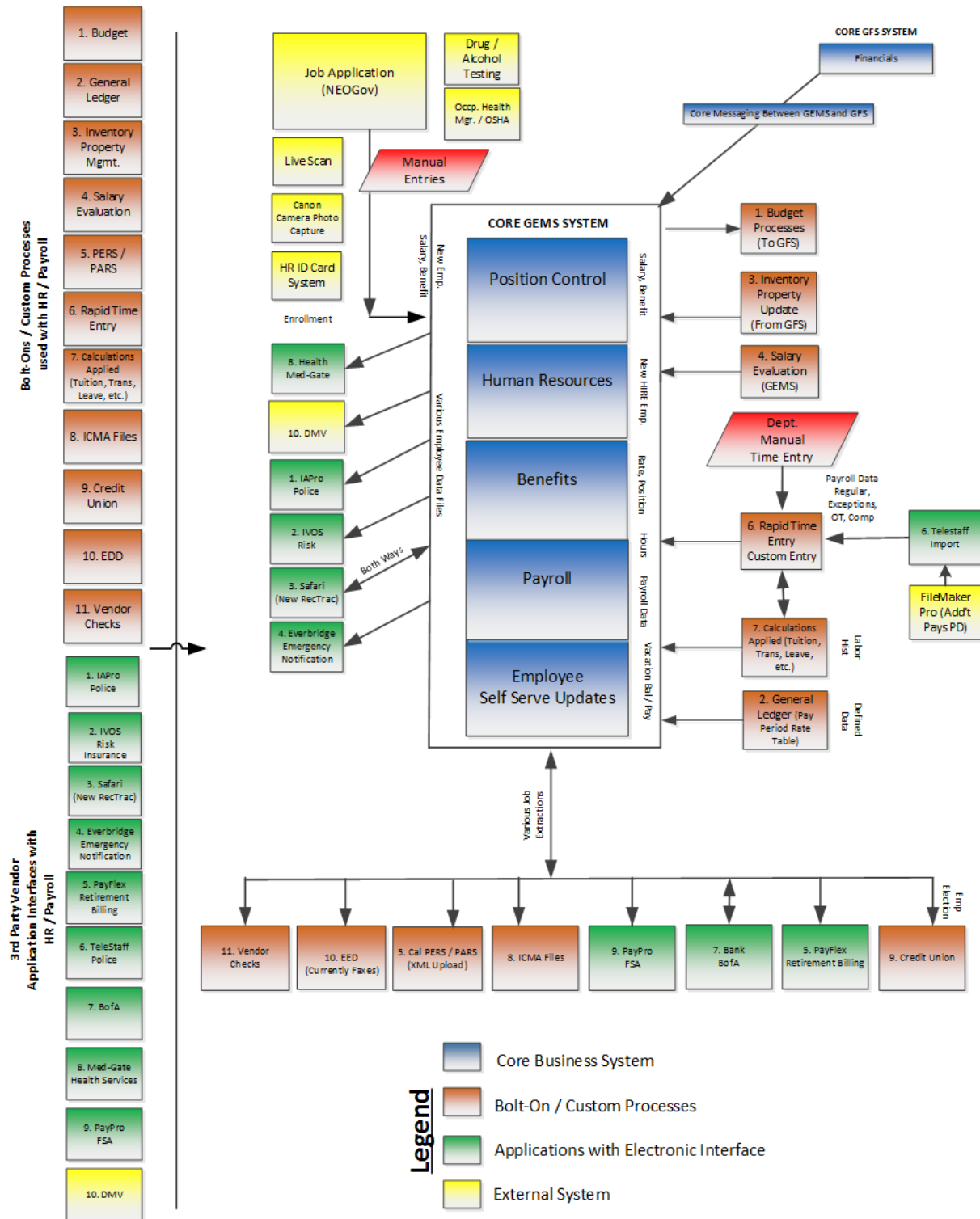


Figure 2- GEMS Context Diagram

#### 4.4 Key Business and Operational Volumes

The following table provides Proposers with key information that will help promote an understanding of the current environment.

**Table 3 – Glendale Key Business and Operational Volumes**

Category	Detail
Number of Users – Core / Power Core / Power users are those that enter and or extract data from the system on a regular basis and use the system on a daily basis to complete their job functions.	GEMS – 195 GFS – 408
Number of Users – Casual Casual users are those that login periodically to complete a task, conduct research or perform a data function.	GEMS – N/A GFS – 103
Number of Users – Read Only Read only users will never add, edit or remove data from the system and would infrequently access system except for reporting.	GEMS (Self Service) – 1836
Number of GL Accounts	1,272
Number of Funds	112
Current Vendor Master File – Total	76,608
Current Vendor Master File – Active	28,668
Average Purchase Requisitions / PO's - Per Year	1,498 Requisitions 1,550 PO's / Contracts 298 “7” PO's
Average # of Line Items Per PO	2 (as many as 27)
Average Invoices Per Year	94,177
Average 1099's (past 3 years)	2,435.33
Average AP Checks – Per Year	39,000
Average AP electronic checks – Per Year	3,800
Average AR Active Customers	120
Average AR invoices processed	512
Number of Items Inventoried (If any)	3,237
Fixed Assets Tracked (if any)	6,015
Number of Asset Types	235
Current Employees – Full Time Current Employees – Part Time	1,438 filled, 1,584 Authorized 521 Active
Job Classifications	417 (filled)
Payroll Cycle	Semi-monthly
Payroll Checks – Per Year	24
Number of Pay Types	2 (direct deposits, checks)
Utility Billing Cycles	77
Number of Active Billing Clients	84,800
Average Number of Billing Statements per Month	40,991
Average Delinquent Notices	10,512/4,226 (Friendly/Disconnect)

## 5. Requirements by Major Functional Areas

### 5.1 General User Requirements

The City seeks a proven, fully integrated ERP public sector solution. It is seeking to modify existing business processes to accommodate best practices, and will be looking to select a system that drives the implementation of best practices. More specifically, the Future System should provide the following capabilities in terms of its user interface and other general system characteristics:

- ◆ System should provide simple user screens with useful pertinent information only
- ◆ An intuitive, consistent (within and across modules), well designed user interface that is preferably browser-based
- ◆ Fully integrated system where data is only entered one-time (single-points of data entry) to eliminate re-keying of information
- ◆ Robust search capabilities for data analysis and inquiry
- ◆ Ability to drill-down and drill-across from a transaction view to the supporting source data and documents if added
- ◆ Ability to easily export information directly to Excel, Adobe, and flat file formats, etc.
- ◆ Provide user-defined tables, fields, screens, reports, hot keys, and business rules/workflows
- ◆ Ability to modify setup/configuration (i.e. setup codes, report parameters, etc.) without the assistance of the software provider
- ◆ Provide ability to ingest data via uploads (i.e. setup one time vendors, setup additional pays specific to bargaining group, etc.)
- ◆ Ability to apply access security by role, individual or member of group and apply rules for exception based on functions, departmental data, etc.
- ◆ Comprehensive online help, documentation and training materials
- ◆ Protection in terms of Disaster Recovery
- ◆ Ability to interface a file from different sources to various modules. (i.e. currently AP receives voucher file from Workers' Comp, Housing)
- ◆ Provide replacement capabilities for current financial processing managed by Oracle PeopleSoft
- ◆ All transactions are processed in real-time and immediately available for inquiry and reporting
- ◆ Robust security capabilities with the ability to integrate to MS Active Directory
- ◆ Ability to use workflow capabilities and be available across all appropriate modules
- ◆ The system should accommodate role based security
- ◆ Reporting should be user friendly, allowing staff to create and/or obtain reports or to export data with minimal training
- ◆ Robust audit and transaction logging capabilities

The remainder of this section assumes the responder has the ability to meet standard finance functions and capabilities. The City is seeking from a Future System the basic functionality inherent to most Commercial-Off-The-Shelf (COTS) systems. Proposers must respond to each section below to explain how the proposed system meets the needs of the City, as well as identify features and functions that can further improve City processes.

## 5.2 Human Resources and Payroll

### 5.2.1 Human Resources

The City seeks to implement a full-featured Human Resources module as part of the Future System. The module should provide maintenance of employee personnel information for the employment life cycle. It should also feature extensive use of browser-based employee self-service, and support interface to 3rd party decentralized systems and HR functions.

The Human Resources Module should have the ability to:

- ◆ Manage Personnel Administration
  - Maintain personnel administration for basic demographic, address information, and emergency contacts
  - Manage all personnel actions (promotions, demotions, salary increases, leaves, etc.)
  - Support employee self-service for simple changes
  - Provide maintenance of employment history
- ◆ City currently uses NEOGOV and is open to integration
- ◆ Replace manual and redundant processes with electronic automation where possible
- ◆ Include the ability to use on-line forms to complete typical employee transactions and route for electronic approval
- ◆ Support electronic signatures through review process and/or capture of approval stamp data (date, time, approving user data)
- ◆ Make extensive use of table-based, start and end date driven salary maintenance options
- ◆ Streamline request to add a pay code to an employee through a form and workflow
- ◆ Position Control
  - Support the maintenance of all budgeted and authorized positions
  - Track and report budgeted, filled, frozen and vacant positions
  - Associate positions with funding source
  - Link positions to required skills, certifications, required training, etc.
  - Allow Position(s) to be a one to many for reporting (i.e. business analyst may exist in many departments and provide means to report totals)
  - Provide position type reporting
- ◆ Compensation

- Enforce the administration of rules for calculating pay
- Maintain effective salary dates
- Calculate future pay increases
- Calculate additional pay based on flexible, user defined criteria
- Calculate step, increment, and percentage pay increases for all or a group of employees
- Project costs for future fiscal years
- Provide analysis of compensation by Chart of Account element
- ◆ Provide Employee Status codes to manage leaves, Workers' Comp., FMLA, etc.
- ◆ Provide workflow and self-service options supporting W-4 changes, time-off requests, cash-out requests, employee life changes, beneficiary changes, open enrollment, employee actions / events tracking (salary increases, reclassifications, etc.); automatically notify providers when a change of address is submitted
- ◆ Track certifications including expiration and compensation modification triggers; provide the ability to specify required certifications by job title
- ◆ Better management of the employee separation process through automatic workflow, triggers, alerts and notifications
- ◆ Provide on-line service portal for exit interviews
- ◆ Provide tracking of suspension and disciplinary events
- ◆ Support employee photo/profile management including integration with HR Inquiry and employee file maintenance screens
- ◆ Provide generation of Organization Charts based on position tree at multiple levels
- ◆ Provide framework for managing staff reduction scenarios based on seniority ranking, bumping rights, etc.
- ◆ Ability to address current and future Affordable Care Act requirements
- ◆ Provide off-the-shelf reports that provide data on applicant, employment, certification, training, evaluation, leave of absence, termination, status scenarios, etc.
- ◆ Provide ability to extract data in multiple file formats for manual and or electronic interface to other systems
- ◆ Support for ad hoc reporting
- ◆ Leave Accounting
- ◆ Calculate leave eligibility and leave availability
- ◆ Allow employees to request leave on-line with automatic routing for approval
- ◆ Notify employees of leave that will be lost or automatically paid
- ◆ Integrate leave types with Benefits Administration and Payroll
- ◆ Track leave taken, leave lost, and leave payments by leave type and reason

### 5.2.2 Payroll

The City seeks to implement a full-featured payroll system that is capable of accurately processing payrolls comprised of multiple employee groups, and generating and distributing payroll warrants and the processing of direct deposits to multiple financial institutions.

The City has numerous remote location staff with limited access to stationary pc's and is interested in mobile access abilities. It should also feature extensive use of browser-based functionality allowing for time entry, employee self-service, and should be capable of interfacing with external programs that capture summary of exceptions and time.

It should be noted that the City is considering the move from a semi-monthly payroll to a bi-weekly payroll during this project. The Chart of Accounts will be redefined through this project and will require addressing in the initial Phase 1.

The Payroll Module should have the ability to:

- ◆ Generate paychecks, direct deposit (supporting deposits across multiple accounts on a single check), EFT files, and related positive pay (exception based) files
- ◆ Comply with State and Federal payroll tax withholding and reporting requirements
- ◆ Support retro-active and manual payments
- ◆ Calculate benefit deductions based on rules specified in benefits administration module
- ◆ Calculate pay based on user defined criteria (pay status, overtime rules, etc.)
- ◆ Support multiple concurrently open payrolls (e.g. vacation, sick or comp time cash outs, etc.)
- ◆ Support CALPERS files and reports (evidenced by multiple California references) and support upcoming CALPERS changes
- ◆ Provide flexibility to define what is "PERSable" (including different setups for different employee groups) and other similar accumulators
- ◆ Provide ability for Positive Pay, ACH, Check Register interfaces
- ◆ Support multiple pay codes and support numerous MOU's and flexible %
- ◆ Support setup of earn codes, deductions codes and others at the company level or support upload of setup changes to various employee groups.
- ◆ Generate user defined journals based on earnings to support Internal Service Fund charges
- ◆ Provide rule based validation through process and prevent duplicate earning codes at employee level, etc.
- ◆ Accommodate transportation fees for rideshare, etc.
- ◆ Support Fair Labor Standards Act (FLSA)
- ◆ Manage accruals for Comp Time Leave, Workers Comp, etc.
- ◆ Provide the ability to automatically upload Federal and California tax changes (rates, earnings, deductions)
- ◆ Include automated Time and Attendance collection at department level
- ◆ Allow for "Acting Pay" within the system
- ◆ Automate the vacation pay-outs to replace manual process



- ◆ Generate off-the-shelf and ad hoc reports that support data requirements associated with CALPERS, auditors, deferred compensation providers, Payroll Register review, sick and vacation accrual reports for management, edit lists, overtime reports, tax reports, auto allowance reports, extensive exception and payroll calculations / generation reports, etc.
- ◆ Interface with TeleStaff for Police and Fire Department
- ◆ Time and Attendance
  - Support positive and negative (exception) time entry
  - Provide on-line time entry
  - Calculate overtime hours and eligibility
  - Support flexible definition of shift work and work schedules
  - Provide flexible workflow for review and approval of automated timesheets
  - Allow prior period leave adjustments
- ◆ Support possible interface with 3<sup>rd</sup> Party Time and Attendance solution

### 5.2.3 Performance Reviews / Management

The PeopleSoft system assists in the management of employee performance reviews. The City process currently relies on staff managing an external file to manually notify supervisors of upcoming reviews. Numerous reports are used to manage the process but no electronic forms and/or workflow are used at this time. The evaluation review process is manual and not based on current system capabilities but staff processes.

The future system should allow for:

- ◆ Support of electronic employee evaluation management
- ◆ Automated employee and supervisor notification and reminders based on established rules
- ◆ Electronic completion of evaluation forms
- ◆ Electronic submission of performance evaluation for review and approval
- ◆ Alerts of past due evaluations and escalation events
- ◆ Robust reporting and export of data available

### 5.2.4 Recruitment

NEOGO is implemented to manage the City recruitment process and the system is stand alone with no interface or data sharing at this time with other City systems. Duplicate entry is required throughout the process and to complete the final hire process for an employee. The City successfully uses NEOGO, but is open to interfacing with the Future System. Future goals include:

- ◆ Eliminate redundant entry where possible with data sharing abilities
- ◆ Provide electronic data share of approved positions from ERP system to NEOGO
- ◆ Provide electronic data share of applicant to hire from NEOGO to ERP system
- ◆ Where applicable, provide electronic form and workflow for routing review and approvals through the process, including new position requests



- ◆ Provide ad hoc reporting

### 5.2.5 HR Certification / HR Training

The City does not have any formal system to track Employee Certifications. The City currently uses the People Soft Learning Module to manage the City training offered by the Human Resources Department. The Future System should support the following for employee training and certifications:

- ◆ Administer City HR class offerings, class types, descriptions, class size / numbers, location, instructor information, associated dates, comments, attendance, etc.
- ◆ Automate training enrollments/ attendance utilizing workflow
- ◆ Track certifications, process utilizing workflow, and associate certifications with applicable paycodes
- ◆ Use workflow to register individually or as a group; approve class registration and notify of acceptance
- ◆ Integrate with Outlook to show class on calendar
- ◆ Provide tracking of required job certifications and position-specific mandatory training, including management of expirations
- ◆ Streamline request to add a pay code to an employee through a form and workflow

### 5.2.6 Risk Management

The City currently uses a third party solution called IVOS to manage insurance and claims against the City. The City averages approximately 250 claims annually. There is an interface (two ways) of payment requests from IVOS to People Soft and a file generated back of pay data. Reporting requirements for analysis, quarterly and annual requirements are cumbersome. The City also tracks Certificates of Insurance provided by vendors.

The City would be interested in replacing the 3<sup>rd</sup> party system and would require the following functionality:

- ◆ Manage claim submission
- ◆ Provide electronic form and workflow with routing based on rules
- ◆ Track life-cycle of claim
- ◆ Track City insurance providers
- ◆ Track Vendor Certificates of Insurance and manage expirations
- ◆ Allow association of electronic documents and images with claim / case
- ◆ Manage retention of claims to meet legal requirements
- ◆ Capture necessary data to generate quarterly and annual reports for insurance providers
- ◆ Provide claim invoice processing and payment processing

### 5.2.7 Benefits Administration

The core PeopleSoft Benefits module was implemented by the City, but not the Benefits Administration module. The City manages employee benefits in multiple systems and information is shared and interfaced where possible through PeopleSoft. The City is using Benefits Bridge, a third party vendor, (requiring initial manual setup) to distribute employee

information to the selected carriers for medical, dental and vision plans. Retiree benefits are managed via Pay Flex with an electronic interface. Life insurance for the City's executive team is managed within PeopleSoft.

The Benefits Administration module should support administration of multiple employee benefits, retirement and insurance plans. The module should include the following functionality:

- ◆ Interface with third party vendors providing benefits to City
- ◆ Provide employee self-service portal
- ◆ Maintain multiple eligibility rules
- ◆ Maintain eligibility dates for different plans based on different rules
- ◆ Track eligibility and enrollment of dependents
  - Provide ability to link dependents to employee for reporting
- ◆ Maintain beneficiary information
- ◆ Calculate employer and employee costs
- ◆ Provide notice of approaching dependence coverage discontinuance of coverage at age twenty-six
- ◆ Provide on-line benefit enrollment
- ◆ Interface with benefit providers and third party administrators
- ◆ Provide functionality to ensure compliance with COBRA requirements
- ◆ Track information related to HIPAA requirements.
- ◆ Allow for rules based benefits
- ◆ Allow unlimited earning codes
- ◆ Benefits processing of employee terminations should be automated via workflow for processing
- ◆ Provide management of life insurance benefits
- ◆ Manage associated benefits for PD / FIRE and capture as general deductions
- ◆ Generate various standard reports and provide ad hoc reporting

### 5.2.8 Workers Compensation

The City is self-insured and self-administered. Claims are handled by in-house adjusters who utilize the Renaissance system to manage approximately 700 cases. There is a custom interface between the Renaissance David Corp System and PeopleSoft to share a flat file to and from accounts payable. Staff use GEMS for special demographic reporting and to run wage reports. Express Scripts is used to manage the pharmacy cards for injured workers and the vendor, LienOnMe, is in place for auditing and reviewing medical bills.

The Future System should support the current electronic interface, and the City would be open to change to include the following:

- ◆ Electronic form to start and stop claims for review and approval
- ◆ Electronic workflow and notifications to other departments of a Workers Comp. event
- ◆ Ability to set deadline and warning notifications to manage current time lags of claim submissions and processing

- ◆ Eliminate the manual Excel file used to calculate money due to employees each pay period
- ◆ Provide additional employee status codes (currently limited to active / terminated)
- ◆ Assist in managing timely payments by using workflow and built-in notifications, escalations, etc.

### 5.2.9 CAL PERS / PARS

The City desires to enhance its current process to manage California Public Employees Retirement System (CALPERS) and Public Agency Retirement Services (PARS) through electronic opportunities and workflow processes where possible. The City currently uses a customized bolt-on to process the necessary report each pay period (Pay18) and generates an XML file that is loaded to the CALPERS website.

The City seeks opportunities to enhance the following:

- ◆ Provide electronic form and workflow at hire to complete PERS ID process
- ◆ Allow for the capture of survivor information during setup
- ◆ Provide rules based management to complete calculation for benefits
- ◆ Track and provide notification of employees nearing 1000 hours to move from PARS to PERS
- ◆ Provide rules based calculations
- ◆ Provide notification of termination event so necessary CALPERS steps are completed as part of overall separation process

### 5.2.10 Health Services / FMLA

The City uses a third party vendor (MEDGate) to manage its clinic visits for new hires, drug testing, etc. There is no data share with the NEOGOV system. The pre-hire process is completed via redundant manual data entry. Post-hire, a customized interface from PeopleSoft (MEIP) is used to update MEDGate with assigned employee ID. FMLA is entirely manual and outside of the current system, and would benefit from an automated process and consistent application of rules.

This area would benefit from the following:

- ◆ Manage all clinic visits related to pre-employment, promotions, and regulatory testing
- ◆ Eliminate redundant data entry where possible to multiple systems
- ◆ Use of electronic request form and workflow for request of physicals, injury evaluations, ADA assessments, etc.
- ◆ Provide drug testing management
- ◆ Enhanced management of FMLA based on City of Glendale practices
- ◆ Consistent application and enforcement of rules associated with FMLA requests
- ◆ Provide for employee status codes to include FMLA and automate within the payroll process based on rules

## 5.3 Core Financials

### 5.3.1 Accounts Payable

The Accounts Payable module addresses how the City pays for goods and services. The module will be used to record liabilities and payments. The system should provide an automated matching function to automate the processing of invoices. Prior to a payment being processed, a successful “match” should be completed and sufficient budget must exist to cover and authorize the payment.

The City seeks a robust accounts payable module that provides:

- ◆ Invoice processing
- ◆ Ability to receive and process electronic invoices
- ◆ Automated matching process
- ◆ Payment processing
- ◆ Allow multi-line items for the purchase order/invoice for payment and to select by line item
- ◆ Provide accounting and control for processing deposits and retention based payments
- ◆ Allow for employee reimbursements
- ◆ Processing of 1099's and support 1099 reporting requirements
- ◆ Electronic funds transfers
- ◆ Automated bank reconciliation
- ◆ Generate more than one check for a vendor during a check process
- ◆ Generate multiple page checks
- ◆ Capture an image of the check and attach it to the voucher / check record
- ◆ View the purchase order image, invoice image and payment image in vendor inquiry if available
- ◆ Automatically calculate payment discounts
- ◆ Automatically calculate taxes as appropriate for items being paid
- ◆ Assign shipping and tax amounts at time of data entry
- ◆ Allow splitting charges among several funds, programs, projects, etc.
- ◆ Provide ability to short close a PO
- ◆ Support CA EDD reporting requirements for independent contractors
- ◆ Support capturing the email address and web site address in the vendor master record
- ◆ Provide security by user for viewing or changing the tax ID or social security number field in the vendor master record
- ◆ Attach relevant document images to accounts payable items (i.e. invoice, purchase order, payment, and receipt documents)
- ◆ Provide workflow support for check issuance and invoice approvals

- ◆ Allow staff to view vendor detailed payment history (i.e. see all PO's outstanding and payments made)
- ◆ Provide the ability to view and select vendor information by a search feature or criteria, including business type
- ◆ Provide ability to select active vendors
- ◆ Ability to automatically send vendors emails with ACH payment details if payment is processed via ACH payment.
- ◆ Provide vendor portal for vendor account updating to change address, phone, primary contact, etc.
- ◆ Provide vendor portal that allows vendor to check payment status
- ◆ Provide ease of entry for single vendor payment requests
- ◆ Assist in timely invoice processing to avoid late fees through automatic notifications
- ◆ Create POS Pay files
- ◆ Create FileNet AP image files (for scanning of payments)
- ◆ Ability to upload files for payment (i.e. Worker Comp, Housing, IVOS) Including the ability to forward date the July housing payments issued in June
- ◆ Payment cancellations (cancel & close/cancel & re-issue)
- ◆ Ability to stale date/escheat payments
- ◆ Ability to delete, close, or hold voucher for payment

### 5.3.2 General Ledger

The General Ledger is an integrated central repository of citywide financial data. Numerous types of financial transactions are recorded in the General Ledger, both directly and through data received from other ERP modules, as well as from interfacing with external systems. The General Ledger is the key module for the City used in financial reporting. The system should be capable of managing all of the City's revenues and expenditures. The Future System should provide robust, easy to use reporting capabilities to support budget and expense reporting and financial analysis.

The General Ledger module should feature a rich set of functionality to support the following:

- ◆ Basic fund accounting
- ◆ Support journal entries; one-time, recurring, allocations and distributions, and ability to apply reversal or corrections
- ◆ Support a mass import / entry without customization
- ◆ Provide rules for entry validation based on roles at department level to prevent incorrect account codes used
- ◆ Ability to change time worked on projects from employees' home accounts for each pay period and have the same % of benefits and taxes follow the projects from the employee's home account
- ◆ Provide month end soft closing (i.e. prevent new entries to a closed accounting period for specific modules), ability to allow multiple periods open at the same time and a systematic year end close with ability to allow multiple closings

- ◆ Provide automated year-end closing of revenue and expenditure accounts, roll forward the balance sheet to subsequent year beginning balances
- ◆ Automate year-end accrual/reversal process especially in regards to multi-year capital projects
- ◆ Capture multiple dates; transactional dates, posting dates, data entry dates, etc.
- ◆ Support for sub-ledgers; Accounts Payable, Accounts Receivable, Fixed Assets, Purchasing, Budget, etc.
- ◆ Support multiple ledgers; Actuals, Budget
- ◆ Support multiple journal sources; JV, Budget, Sub-system
- ◆ Allow for Cost Accounting; for distributed purchases, payments, labor costs, within City programs, activities and projects
- ◆ Allow for configuration of workflows and approval options
- ◆ Integrate with specialized Bank Reconciliation/Treasury Management functions designed to support AP Check, Payroll Check and general account reconciliation activities
- ◆ Provide for a full integration with Human Resources, Payroll and Budget
- ◆ Provide out of the box reporting and inquiry ability to address budget vs actual, expense reporting, journal reporting, transactional reporting
- ◆ Provide user Dashboard
- ◆ Provide user access to transaction details and drill down capabilities across modules
- ◆ Allow for data analytics, what if analysis and forecasting
- ◆ Streamline CAFR reporting
- ◆ Allow AdHoc reporting at GL level

The GL Account String/Chart of Accounts must have flexible segment options that support the following:

- ◆ Ability to reclassify the chart of accounts to execute the City's management plans in terms of organizational changes without having to create new chart of accounts
- ◆ Support multi-year projects
- ◆ Need flexibility in total characters, segments and field characters in future
- ◆ Need to be able to have mixed characters & alpha numeric within a field
- ◆ Provide ability to use Sub-Accounts / Program Levels
- ◆ Within the Projects field have the ability to track Phases / Tasks under a project sub-account
- ◆ Allow for location (facility, building, park, etc.) segment
- ◆ Include logic built in to enforce department rules
- ◆ Allow workflow based at Chart String level
- ◆ Segments/components/fields within the chart should link to robust application functionality (e.g., projects, CAFR, GASB, in-application inquiry)
- ◆ Include numerous options for including these segments in workflow definitions (workflow able segments)

- ◆ Provide robust reporting on all chart of account string components

### 5.3.3 Accounts Receivable / Billing & Collection

The City seeks to record receivables and payments against customer accounts in the system. The system should allow for miscellaneous billing to support the generation of miscellaneous invoices and/or to generate monthly recurring invoices in an automated manner. The system should provide the ability to present invoices in paper or electronic means and to process retroactive adjustments to these receivables. Functionality should include:

- ◆ Provide for a commonly used AR solution to standardize currently decentralized departmental processes
- ◆ Real time or batch updating of invoicing to Accounts Receivable
- ◆ AR Aging detail sufficient to support collection activity and summary
- ◆ Workflow capability for possible review and approval of invoices (billings)
- ◆ Flexible data entry for on-account customer payments and NSF check adjustment to the Accounts Receivable balance
- ◆ Research customer account information efficiently (i.e. invoices/receipts/write-offs/discounts, etc.
- ◆ Ability to monitor Revenue contracts: Automate Insurance Reminders (insurance expirations), late rents, rent adjustments, etc.
- ◆ Ability to automatically assign sequential customer and invoice numbers
- ◆ Ability to view customer history with details on invoice dates, paid dates, check-numbers, etc.
- ◆ Efficiently research payment histories/billing histories for any customer
- ◆ Ability to query an invoice to determine status
- ◆ Efficient set up of new customers
- ◆ Manage Citywide Fee Schedule
- ◆ Automate billing process for filming permits, property damage, and other items as needed
- ◆ Provide on demand and a weekly past due payments and aging reports with notifications
- ◆ Ability to add late fees automatically based on rule
- ◆ Provide ability to automate 2nd and 3rd notice of missed payments
- ◆ Automate billing process for filming permits, property damage, and other items as needed
- ◆ Provide ability to print a statement of a single transaction or accumulative transactions
- ◆ Ability to manage Property Damage Claims against the City using projects and work orders to identify recoverable costs
- ◆ Ability to capture officer or city staff time associated with claims for billing
- ◆ Provide ability to track collections within system that may be passed to third party agency
- ◆ Provide ability to complete a write-off or % of loss to system and back to department



- ◆ The City currently uses a custom Treasury Receipting process and will need to replace and would prefer all to be integrated
- ◆ Ability to manage credit memos
- ◆ Ability to manage deposits
- ◆ Address refunds for deposits and cancelled class participation
- ◆ Provide invoice / account transactional reporting and research by account with drill down for supporting transactions and details
- ◆ Allow the inclusion of staff notes for internal use
- ◆ Ability to add user-defined messages to invoices and statements for customers
- ◆ Ability to restrict access to add, delete, or modify customer information by users
- ◆ Ability to develop customized invoices
- ◆ Ability to accommodate cancellation and one step automatic reversals of invoice entries with approved authorization
- ◆ Ability to correct invoices prior to posting and reprinting invoices and statements

#### 5.3.4 Treasury / Cashiering

The City currently uses a custom TR (Treasury Receipts) bolt-on to PeopleSoft to process collection of money, and does not have a formal cashiering module. Multiple departments collect fees, payments and billing dollars at multiple locations. Most City locations complete manual transactions outside of a formal city wide system and use either the in-house Customer Service Interface (CSI) to process dollars or the custom TR bolt-on. The City is interested in a POS or centralized cashiering method to collect and manage these transactions on a daily basis.

- ◆ Provide the ability to accept external cash from third party solutions via file imports manually or on a scheduled basis
- ◆ Link cashiering system to AR Billing system (GL), etc.
- ◆ Ability to accept cash, check, credit card and electronic payments
- ◆ Ability to enter negative amount with appropriate security
- ◆ Ability to process NSF check, including payment reversal and general ledger account reversal, rebill with NSF check charge and track all history on customer record
- ◆ Full electronic reconciliation of financial transactions with the financial institutions such as banks, lock boxes, as well as credit card merchants
- ◆ Support use of multiple banks
- ◆ Support work flow for approval process
- ◆ Interface to GL

#### 5.3.5 Budgeting

The City currently uses a highly customized bolt-on to its PeopleSoft system. The future system should include a robust budget module that allows for the following:

- ◆ Ability to develop budgets annually



- ◆ Provide options for seeding budgets with historical data (e.g., last year's actuals) or developing zero-based budgets
- ◆ Support rules for budget transfers and adjustments during current budget year
- ◆ Allow for justification data and background to be entered by departments as supporting content to stay with line item entries through budget roll-up cycles
- ◆ Allow for document attachment at budget line item
- ◆ Ability to program budgeting
- ◆ Support for base-line budgeting
- ◆ Support for priority based budgeting, including expanding the existing chart of accounts to includes programs
- ◆ Allow data import from Excel spreadsheets
- ◆ Ability to apply mass changes to various accounts during budget process
- ◆ Ability to save multiple versions during budget preparation
- ◆ Ability to override transactions that fail budget check
- ◆ Ability to control budgets at multiple levels
- ◆ Ability to control budget input via version control and security
- ◆ Provide ability to address organization changes
- ◆ Address electronic workflow review and approval with ability to set rules
- ◆ Automate budget requests - once approved requests will update departmental budgets without need to key in data or log data (i.e. capital outlay, personnel requests, etc.)

The budget module should provide robust tools using employee data in preparing budgets so that:

- ◆ Employee details (salaries, benefits, etc.) for all employees should roll up to fund/departmental budgets
- ◆ Provide employee budgeting, using actual Payroll data to populate employee budgets, and add positions with known salary and benefits from tables
- ◆ Ability to add/delete/reallocate/shift positions and update proposed budgets in real time
- ◆ Support multiple funding sources for employees
- ◆ Support allocation of employees costs by percentage to multiple account strings
- ◆ Ability to update tables with various rates, including COLA rates, variable benefits, fixed benefits, and other personnel related rates and have changes update the proposed budget in real time

The budget module should provide robust reporting to include:

- ◆ Provide pre-formatted outputs
- ◆ Provide Budget Dashboard for high level information
- ◆ Robust reporting capabilities to produce annual budget document
- ◆ Robust budget reports available for budget staff and departmental use

- ◆ Extensive use of Budget vs. Actual on-screen and hard-copy reporting
- ◆ On-screen and reporting drill-down & drill-across for underlying details
- ◆ Ability to report on justification details by budget line item in reporting
- ◆ Outputs that are exportable to various file output formats (particularly Excel)
- ◆ Ability to check available budgets on rollup to higher level of an organization set
- ◆ Include reporting at all levels, with various criteria options
- ◆ Status of department budget approvals
- ◆ Ability to see budget to actual in real time and then drill down on those transactions
- ◆ The system should provide the ability to drill down to see source funding accounts

The budget module should provide robust tools to perform projections, forecast, what-if scenarios that include:

- ◆ Support projection modeling for “what if” scenarios and forecasting
- ◆ Ability to automate and perform what if analysis when negotiating costing for various employee groups
- ◆ Robust forecasting tools for Five Year or 10 Year Projections
- ◆ Ability to change key underlying assumptions to impact forecast - what if analysis
- ◆ Ability to forecast fund balance and cash for current year and into next year based on proposed budget
- ◆ Provide data analytics

Lastly, the budget module should provide robust functionality for the annual “carryover” process so that:

- ◆ Automate budget carryover process along with need for multi-year CIP project budgets to roll to next year
- ◆ Provide for way to allow contract / PO line items to roll with next year’s budget automatically

For future consideration, the City is considering a move to Priority Based Budgeting (PBB) and is interested in the Future System capabilities to address a budget that allocates funds in line with strategies:

- ◆ Allows for the establishment of prioritized essential City services / core functions
- ◆ Developing budgets based on core functions and measurable results
- ◆ Maintain program funding levels and compare results of that program
- ◆ Provide engagement and solicitation of Community input

### 5.3.6 Requisitions / Purchasing / eProcurement

The City completes all City purchases through a form and electronic workflow and requires a fully integrated Purchasing module as part of the Future System. The module should be capable of managing all of the City’s purchase order (PO) and service authorization (SA) activities. The request and approval processes should be electronic and easily established and

managed. The system should provide for real-time status. The City seeks the following capabilities:

**Minimum Requirements:**

- ◆ Integrate with Accounts Payable, General Ledger, Fixed Assets, and Vendor History
- ◆ Track information for the entire life-cycle of the procurement (i.e. requisition through payment)
- ◆ Requisition to Purchase Order system
- ◆ Ability to pre-encumber/encumber requisitions and purchases against pre-determined budgets - ability to override transactions that fail budget check
- ◆ When a PO or requisition cancelled or closed, pre-encumbrance and encumbered amounts should be released
- ◆ Ability to email/notify requester when PO's and Contracts are reaching a certain amount expended
- ◆ Perform budget checking during requisition and purchase order creation (or as defined) to validate funds
- ◆ Allow for an open PO to be maintained over multiple years
- ◆ Provide flexibility to set purchase rules for dollar amounts and purchase type to direct workflow approvals
- ◆ Allow for PO Types; Annual, Blanket, Multi-Department, etc.
- ◆ Provide standing departmental PO's, based on dollar limit to invoice against
- ◆ Provide a robust workflow for the approval of requisitions and purchase orders based on user defined, pre-established criteria
- ◆ Management of City P-Card usage and reconciliation with bank
- ◆ Provide Contract management and track certificates of insurance requirements
- ◆ Support for the purchase of recurring services by automatically generating a requisition/purchase order based on pre-established criteria (i.e. Health Insurance, Cleaning Services, and Leased Vehicles)
- ◆ Capture internal or external justification, notes, or comments on purchase order. Internal comments should only be visible to City staff
- ◆ Ability to attach files to requisition, purchase order, packing slips, etc.
- ◆ Support for tracking requestor and indicating the requestor name on the requisition.
- ◆ Limit which users are authorized to override PO limits established
- ◆ Allow for defined close and roll-over dates at system and module level
- ◆ Include canned reports to meet the City Purchasing reporting needs
- ◆ Integrated bidding system.

**Desired Features:**

- ◆ Efficient process of issuing and approving purchase order and vendor setup (i.e. reduce number of screens and steps needed)

- ◆ Purchasing/Vendor Dashboard - i.e. high level summary of activity for a given vendor with ability to drill down
- ◆ Automate PO rollover process
- ◆ Automate PO remaining balance and be viewable on-line or via report
- ◆ Automate accrual and carryover process
- ◆ Address need to have a single PO be associated with multiple departments and/or funding sources (Cross Department PO's)
- ◆ A complete electronic PO Change Order system (from requester to Purchasing, similar to Requisition feature)
- ◆ System should provide ease of entry for vendor and future vendor management changes (i.e. an average user should be able to set up a new vendor in less than 10 minutes and update in less than 5 minutes)
- ◆ Allow a reviewer and or approvers to set a covering user or out of office back-up
- ◆ Allow direct vendor portal management for vendor payment look-up and vendor account updates for address, phone number, key contact, etc.
- ◆ Support electronically (i.e. email) sending purchase orders to vendors in PDF format
- ◆ Restrict users to specific general ledger accounts based on rules
- ◆ Prevent a purchase order from being issued to an inactive vendor
- ◆ Ability to encumber into one account and pay with a different account and release pre-encumbrance while depleting amount of the PO.
- ◆ Support year-end activities such as the ability to roll purchase orders to the new fiscal year
  - Allow purchase orders to be entered for the new fiscal year prior to the start of that fiscal year
- ◆ Support for accruals (in terms of receiving records)
- ◆ Support electronic bidding
- ◆ Support for imaging and archiving of Purchasing related docs generated by the system and integration with external image management system (FileNet)

### 5.3.7 Fixed Asset Management

The City currently uses the Bar Scan System to capture assets over \$5,000 and only uses PeopleSoft for an annual depreciation process. The process is manual to track new assets and to add to the Bar Scan system. The system is at end of life and non-supported. The future Asset Management module should capture and maintain information associated with the City's leased, capitalized, and non-capitalized assets. Information maintained in this module should include acquisition cost, asset type, location, asset description, model number, serial number, insurance information, and replacement cost. Depreciation schedules should be included.

Specific areas of functionality should include:

- ◆ Asset creation through purchasing requisition, AP voucher and journal entries
- ◆ Provide for mass entry or electronic import

- ◆ Allow for an individual asset to have multiple funding sources but maintain the same asset id
- ◆ Allow for full account string to be associated with asset
- ◆ Provide asset tag management or interface of data
- ◆ Ability to manage Grant funded assets by type (federal, homeland security, etc.)
- ◆ Full asset maintenance (including transfers)
- ◆ Asset depreciation schedules, and ability to change depreciation methodology from a point in time and recalculate the depreciation based on the remaining life
- ◆ Asset disposal and retirement
- ◆ Managing sale of an asset and revenue receipt
- ◆ Robust reporting at all data levels
- ◆ Track non capitalized assets

### 5.3.8 Grant Accounting / Management

Currently there is no centralized approach to manage the City's \$40 million in annual grant funds. Each department independently manages outside of the system. The city is interested in a basic system to support the establishment of a grant budget, and the recording of expenditure activity against the grant budget and pre-defined grant budget categories. The system should allow for the categorizing the type of grant (local, state and federal), granter information, city match, grant begin and end date, as well as grant drawdown activity. The system should provide reporting of grant activity by period or over the life of the grant award.

The Grant / Projects module should provide the following functionality:

- ◆ A centralized system for all grant management
- ◆ Assign grant project numbers and replace manual Excel spreadsheet used to track grants
- ◆ Capture grant costing details for real time visibility
- ◆ Capture revenue and expense details
- ◆ Provide the ability to accurately account for all grant related activity over multiple fiscal years
- ◆ Provide rules to ensure overhead % allocation is consistently applied
- ◆ Assist in allocation of resources costs applied to grants
- ◆ Robust reporting of total grants managed, department details and grants status

### 5.3.9 Project Job Costing (City / GWP)

The Allocations module and custom MS-Project interface are currently used to report on over 5,000 City and GWP projects. However, the system is primarily being used for projects within GWP. GWP and the City utilize the system differently. For example in **GWP**, every time, regardless of the dollar value, assigns a project number to all services, capital, annual maintenance, one time projects, etc.. Additionally, at GWP the level of detail (list of activities, resource codes, sub categories, analysis type, etc.) being tracked and the method for allocation (Payroll, Customer Services, Administration and General Overhead) are different than the City. GWP uses FERC as a reporting standard as well. A custom interface from MS Project to the

PeopleSoft GL is used, and works well for GWP. In contrast, **City** projects are based on dollar value and are not tracked at a level of detail that would enhance reporting. The City uses project costs centers but is not able to allocate to the project phase levels desired.

The future system should provide a single system that meets the needs of both GWP and the City, and allow for:

- ◆ Support the establishment of a project budget (which is typically linked to a funding source)
- ◆ Allow rules for project type definitions
- ◆ Manage recording of expenditure activity against the project budget (by pre-defined project task or activity)
- ◆ Allow allocations to be managed at multiple levels and reconcile to the GL
- ◆ Allow for CIP projects to carry-over multiple years
- ◆ Detailed tracking of labor hours, billings, material and labor costs as well as units and labor hours
- ◆ Cost and units, including labor hours (labor hours), may be distributed to as many Projects (Job Phases) and Sub-Divisions (Job-Sub-Phases) as the user wishes to establish
- ◆ Provide phase breakdowns for such items as mobilization, overhead, supervision, engineering, drafting, layout, miscellaneous, sub-contracts, shop work, field work, installation, etc.
- ◆ Association of project codes directly to time entry for actual costs vs. allocations
- ◆ Track actual, committed and estimated (or budgeted) costs
- ◆ Produce reports showing details of costs and revenues by job
- ◆ Allow for the reporting of project activity by period or over the life of the project

### 5.3.10 Allocations

The Allocations process is used to automate distribution of transactions from one source account within a sub ledger to designated accounts in various funds in the general ledger.

The future system should be able to:

- ◆ To distribute GWP administrative overheads from the payroll sub ledger to each active project that have payroll charges in the general ledger.
- ◆ To distribute payroll transaction such as employee PERS cost sharing
- ◆ To transfer all payroll liability control accounts at the fund level to general fund to facilitate the funding of the payroll demand account.

### 5.3.11 Inventory / Warehouse Management

GWP (Glendale Water and Power) currently use the Inventory module to manage over \$6 million and over 3,000 items of inventory in the system. A custom front end allows managers / supervisors to place a group request for projects via an electronic form and workflow process, but requires manual entry to PeopleSoft.

The City is looking for a system that provides the following capabilities:

- ◆ Ability to establish inventory items, either manually or directly through purchase process
- ◆ Allow for multiple item types and / or allow sub- categories under parent item
- ◆ Track storage / shelf life-cycle to assure first in first out
- ◆ Provide barcoding / scanning of inventory
- ◆ Provide for disposal of unused inventory items
- ◆ Provide automated inventory replenishment at pre-defined reorder points
- ◆ At point of re-order system should indicate order has been placed so manual tracking does not need to be kept
- ◆ Record of all inventory activity movement and assignment to projects and work orders
- ◆ Provide both Warehouse (1/3) and Store (2/3) management
- ◆ The module should be integrated with the Purchasing and Accounts Payable modules, and check the General Ledger for funds availability when replenishing goods in inventory to replace manual journal updates
- ◆ Provide electronic form requests and workflow review and approvals or interface with current custom front-end
- ◆ Provide ability to manage tools and to apply billing for use by hour, day, project, etc.
- ◆ Provide true mobile app to streamline process
- ◆ Ability to run inventory evaluation by weighted averages or FIFO at month end
- ◆ Manage all necessary reporting needs with built-in reports, or ability to generate ad-hoc reports

## 5.4 General System Requirements

### 5.4.1 Workflow

The City seeks to implement a Future System with strong workflow capabilities to help automate common financial, payroll, and personnel transactions. The system workflow capabilities should include the ability to automatically notify a user when action is needed. The system should include automated approvals and notifications supporting a paperless environment that that City wishes to attain in the future.

The Future System should have the ability to:

- ◆ Track transactions submitted for approval and review with a date / time stamp
- ◆ Automate approval notification both at the system level and via the City’s email system
- ◆ Implement best practice workflow templates for all core financial, payroll, and personnel transactions (i.e. payables processing purchase orders, GL transaction approval, payroll processing, budgeting, etc.)
- ◆ Integrate with the City’s email system to assist in the notification and approval steps
- ◆ Create custom workflows based on City business rules
- ◆ Employ a rich set of attributes in determining what users participate in which steps in the approval processes (e.g. GL number segments, unique groupings, project/task codes, object/spend category codes, consideration of roles, etc.)



### 5.4.2 Document Imaging

The City uses FileNet as its system of record. People Soft provides for searching directly from within the finance modules to access FileNet for associated AP and Purchasing related documents. The City desires to streamline processing of additional documents and retrieve additional electronic images associated with financial, payroll, and personnel transactions in the Future System.

The document management capabilities integrated with the Future System should provide the following basic capabilities:

- ◆ Provide imaging of documents created by the system including purchase orders, payroll checks, accounts payable, W2's, 1099's, etc. The images should be available by individual record; for example, an individual's paycheck and not the entire check run for the pay period
- ◆ Allow manually scanned images to attach to appropriate transaction records. The module should prompt for scanned attachments
- ◆ Conform to records management requirements including retention schedules
- ◆ Provide drill-down ability for the user to view related documents associated with financial, payroll, and personnel transactions. For example, vendor inquiry should provide the ability to view images of accounts payable checks, associated purchase orders, the requisition and associated manually scanned documents including bids and packing lists
- ◆ Provide system coordination to allow batch processing of images. For example, allow accounts payable invoices received to be scanned in a batch and then associated with each purchase order
- ◆ Provide integration to the City's existing FileNet document management solution

### 5.4.3 Reporting

The City seeks to obtain robust reporting capabilities as part of this implementation. The ability to export data to Excel is critical. A user-friendly report writer with drill-down/drill across capability is essential. Flexibility including the ability to schedule reports to run and distribute automatically, generate reports to HTML and .pdf formats, and email reports is desired. The system reporting module should:

- ◆ Provide easy access to data
- ◆ Provide on-screen inquiry and ability to print results
- ◆ Provide ability to save frequently run reports to favorites
- ◆ Ability to publish results for use by other staff with system access & with results constrained based on the security profile of those users
- ◆ Provide security access within reporting based on security roles
- ◆ The ability to modify existing reports to include new data elements
- ◆ The ability to develop new reported which generate accurate results (results that complement those provided via canned reports and in-system inquiry)



#### 5.4.4 System Audit and Security

The City seeks to implement a Future System with robust security and transaction audit / logging capabilities. The system audit capabilities should include the ability to track transaction processes and updates to the database. The Future System should create audit trails for transactions processed through the system, allowing authorized staff to drill down on transactions to view supporting detail. Audit logging should allow authorized staff to easily determine the source of each transaction to include identifying user ID and data / time for all table changes.

Security is used to regulate who has access to what information. The system should enforce comprehensive security that provides for:

- ◆ User log-in
- ◆ Row level (record) security
- ◆ Data field level security
- ◆ Restricted access to specific screens or processes
- ◆ Object security
- ◆ User group security

#### 5.4.5 Technical Requirements

The City desires to leverage its existing technology infrastructure and IT staff expertise to support the implementation of the Future System. The following bullets identify the City’s expectations with regard to technical requirements for the Future System deployment. The City is open to alternative service delivery models (i.e. Software-as-a-Service, Application Service Provider, and Hosted):

- ◆ Virtualization – VMware Ability
- ◆ Server – Microsoft Server
- ◆ Database – Oracle / Microsoft SQL Server
- ◆ Desktop – Windows 7 minimum
- ◆ Email Client – Microsoft Office Outlook
- ◆ Desktop Productivity Software – Microsoft Office 2010
- ◆ Desktop Browser – Internet Explorer, Chrome, and Firefox
- ◆ Remote Access – SSL VPN

### 5.5 Interfaces

#### 5.5.1 Interface Abilities

As part of the original implementation, and in subsequent enhancements over the years, the City has strived to establish electronic interfaces to streamline its business processes, reduce manual intervention, and improve overall data integrity. The current ERP solution provides an open architecture and tools to facilitate automation between systems. In addition, the ERP system provides the tools to allow the City’s technical staff to create custom solutions (referred to as bolt-ons by City staff) to help streamline business processes or increase staff efficiency.

The City uses third party systems that may gain efficiencies by sharing data with the Future System.

The City looks to identify best practices and have the new solution provide functionality where possible to eliminate custom development. When not possible the Future System should provide automatic interface, scheduled events and / or allow manually processed events to maintain current functionality. The City currently has documented the following integrations, interfaces, custom processes, queries and bolt-ons in the day to day, monthly and annual business processes:

Table 4 describes the current GEMS (Glendale Employee Management System) integration points. The table provides the Integration, the City functional area / user, the frequency the integration happens and in what format and a brief description that the City / Future System will need to address within its proposed solution, through continued interface or other means in the future.

Table 4 - GEMS Integrations

Integrations	Functional Area / User	Frequency / Type	Description
IAPro	Police	Nightly - Scheduled Custom export / import.	Generates Employee File out of GEMS as a one way export. Used by Internal Affairs system for investigative area to automatically update SQL tables with current Employee Master File.
IVOS	Risk Management	On Demand Custom export / import.	Exports defined Employee File out of GEMS one way to IVOS system of employee data: name, position, title and rates, etc.
Safari	Parks and Rec	Nightly - Scheduled Custom export / import.	Completes two file updates for Safari / RecWare (In future - Will be moving to RecTrac)
Payflex	Retirement Billing	Weekly - On Demand Custom export only.	Retirement Benefits Billing (export of vendor defined CSV file using PGP - secure file format) to transfer to PayFlex web site.
Telestaff	Police - Scheduling	Daily - On Demand Custom exports / imports.	Interface of Time and Labor XML file via Telestaff Gateway Manager. (This keeps the GL accurate.)
Everbridge	Emergency Notification	Nightly - Scheduled Custom export only.	Generates Employee data file out of GEMS as a one way export used to send current employee contact information to Hosted site.
Med-Gate (HR Exams)	Health Services	On Demand Custom export only.	Interface of Employee data file post hire to update Med-Gate with assigned Employee City ID. This is a CSV file generated for import to Med-Gate.
State Dept. of DMV	Police and City	Nightly and On Demand Custom import only.	File pulled from CA Sate to provide notice of expired licenses and notice of DMV infractions.

Integrations	Functional Area / User	Frequency / Type	Description
Pay Pro	Human Resources	2 x's a month Custom export only.	Generates export file in defined format out of GEMS for Flexible Spending (FSA Vendor Interface file emailed in PGP secure file format).
BofA	Treasury	On Demand	Bank File - FTP Process
BofA	Treasury	Monthly	File download from BofA to GEMS of Payroll.
NEOGov	HR		No interface currently - Oracle needs to be at version 9.2 in order to import from NEOGov.

Table 5 below describes the GEMS customized processes currently in place and provides the process name, functional area/ user, the frequency and a brief description.

Table 5 - GEMS Customized Processes

Customized Processes	Functional Area / User	Frequency	Description
Budget Processes for GEMS	Finance / Departments	On Demand	Process starts in HR, loads to Finance and departmental budget sheets are created.
General Ledger Processes for GEMS	Finance / Payroll	On Demand	GL Interface from Journal Entries
Benefits Processes	HR - Benefits (For PayFlex)	Payroll (2 x's a month)	City Paid Medical Interface - Calcs\$
Benefits Processes	HR - Benefits (For PayFlex)	Annually	Updates City Paid Amount Update - Update city paid amount based on the employees still eligible
Benefits Processes	HR - Benefits (For PayFlex)	On Demand Ran Monthly	Updates City Paid Months Remaining - Done monthly to automatically reduce hours remaining.
Inventory Updates	Finance / PD / Wireless	Nightly	Generates file of Property assigned to Police (Radio, Cell Phone, Guns) and updated to Incarnation Bridge.
Salary Evaluation	Human Resources	On Demand	At hire, update employees with next review dates based on rules. Calculates automatically for future.
COLA Update Grade / Steps Table Process	Payroll	Automatic	Applies % based on rules.
COLA Update Program Process	Payroll	Automatic	Updates the employee tables.
PERS File Creation	Payroll	Payroll (2 x's a month)	Generates XML file for upload file to interface to PERS.

Customized Processes	Functional Area / User	Frequency	Description
PARS File Creation	Payroll	Payroll (2 x's a month)	Two processes run to validate hours total for hourly workers approaching or at 1000 hours accumulated and update total. Generates XML file for to interface to PARS post payroll.
Credit Union File Creation / Process	Payroll	Payroll (2 x's a month)	File generated for Credit Union.
Safari Interface	Parks and Rec	Payroll (2 x's a month)	Process for Instructor Payments for Payroll.
Comp Time Payoff Process	Payroll	Payroll (2 x's a month)	Based on MOU table when you get comp time.
Fire FSLA OT Payoff Process	Payroll	Payroll (2 x's a month)	Once setup will calculate automatically based on rules.
One Time Deduction Process	Payroll	Payroll (2 x's a month)	Able to apply one time deductions per a pay period for processing. For example; United Way.
Transportation Calculations Process	Payroll / PW	Payroll (2 x's a month)	Used to capture Van Pool, Ride Share info for payroll and updates 132F IRS Benefits Page.
ICMA Interfaces (File Generation)	Payroll	Payroll (2 x's a month)	Generate CSV file for 457\$ in 401A and manually upload to send file to ICMA web site.
Tuition Process	Payroll	Payroll (2 x's a month)	Used to capture tuition reimbursement / calculated on rules based on MOU's and IRS guidelines.
Retirement Funding (File for Wire)	Payroll	Payroll (2 x's a month)	Generates fund / wire transfer and upload to BofA.
Furlough Process	Payroll	Payroll (2 x's a month)	Calculates number of days based on initial manual entry.
Leave Accrual	Payroll	Payroll (2 x's a month)	Accumulates totals - provides the Citywide leave balance exposure including earnings, benefits, vacation, sick, comp time, etc. It is a GL journal report.
Vendor Checks Generation	Payroll	Payroll (2 x's a month)	Generates checks for garnishment, child support, etc. Users opted to not use AP.
Vendor Checks Update	Payroll	Payroll (2 x's a month)	Completes update to Vendor Checks Table.

Customized Processes	Functional Area / User	Frequency	Description
Leave Accrual - Carry Over Balances	Payroll	Annually	Run annually to update Type(s) 50 - Sick, 51 - Vacation, 52 - Family Leave & 54 - Comp Time. Run at the beginning of each year by payroll.
Executive / Mgmt. Leave Balance Update	Payroll	Annually	Run annually to update Type 56 - Executive / Mid Management (award based on MOU rules)
Floating / Holiday Bank Balances	Payroll	Annually	Run annually on Type 57 - Floating Holiday & 58 - Holiday Bank.
Holiday Payoff	Payroll	Annually	Run for Police and Fire.
Boot Allowance	Payroll	Annually	Awarded based on job code.
Uniform Allowance	Payroll	Annually	Awarded based on job code.

Table 6 describes the GFS (Glendale Financial System) integration points. The table provides the Integration name, the City functional area / user, the frequency the integration happens and in what format and a brief description that the City / Future System will need to consider in the future.

**Table 6 - GFS Integrations**

Integrations	Functional Area	Frequency / Type	Description
CSI	Multiple Depts.	Nightly - On Demand	Accounts Payable Process - End of Day Financial Transaction Files - for Clerk and CD (Bldg.) and Safari. Creates single payment voucher exports from CSI for Treasury to AP using this pay rec upload process.
IVOS	Risk Management	Weekly - On Demand	1.) Import of IVOS CSV file to AP to create voucher payments requests 2.) Export of GFS file to IVOS to update details after checks generated. Sends across check number, amount and payment date for import to IVOS.
Renaissance - David	HR / Workers Comp	On Demand	1.) Export of a text /position based file from IVOS for import of what health providers to pay - create vouchers in GFS. 2.) Workers Comp staff then run a custom query they export to Excel of the check #, Payee, amount, date, etc. for upload back to Renaissance - David System.
P-Cards Reconciliation	Finance / Purchasing Mgr.	Monthly - On Demand	Purchasing runs the file request from US Bank for credit cards charged for month. This file is imported and used to create Voucher entry for P-Cards in GFS.

Integrations	Functional Area	Frequency / Type	Description
Elite	Housing	Monthly - On Demand	Housing staff provide a CSV file to upload from Elite to AP to create Sec 8 Vouchers for payment request to Landlords.
FileNet	Document Management	Weekly - On Demand	File Import of associated AP accounting indexes for association of images path to records and captured index values for load to GFS. Typically delivered from third party vendor on CD and manually loaded by ISD FileNet Team.
BofA	Finance	Every Pay Cycle	Extracts Positive Pay file for transfer to bank.
CA EDD	Finance	Monthly - On Demand	This is a custom front end that validates a list of eligible vendors and is a regulatory requirement Creates CA EDD vendors file to be sent to state. Currently a manual upload.
PO's	Finance	On Demand	Provides upload of a CSV REQ file to populate the Requisition Staging Table to update PO's with multiple entries. Allows for capture of over 50 line items within a single import. (Historically used with FIRE when buyers making large purchases and numerous purchases.)
NorthStar Updates	GWP	On Demand	Utility Billing uses CSI (interface) to post summary of financials as individual transactions and provides ability to reconcile.
Inventory Interface	GWP	Nightly	Warehouse / Inventory Updates
Import Journals	Various	Nightly	General journal upload from Excel for multiple line items.

Table 7 below describes the GFS customized processes currently in place by the process name, functional area/ user, the frequency and a brief description.

Table 7 - GFS Customized Processes

Customized Processes	Functional Area / User	Frequency	Description
Treasury - Bolt On	City Wide	Nightly - Scheduled	Use for Treasury Receipts and Cash intake from City Locations. Depts. print and take with cash / credit transactions to Treasury. Posts overnight to GL revenue accounts.
Budget - Bolt On	City Wide	Annually / On Demand	Setup as a sub-system within ERP.
Allocations - CORE	GWP	Nightly - Scheduled	Setup with custom views for application of allocations. Includes definitions on how the allocations need to be processed.
Project Costing	GWP	Nightly - Scheduled	Used for grants, CIP and GWP.

Customized Processes	Functional Area / User	Frequency	Description
Asset Management - Bolt On	Wireless / PD	Nightly - Scheduled	Component interface to allow for adding / updating of Radios, Cell Phones, Towers, Guns, etc. as assets.
MS Project interface - Bolt On	Finance / GWP	Nightly - Scheduled	GWP Costing - Added to the project costing module as a customization.
Elite - Housing	Housing / Finance	On Demand	Created custom component interface to upload billing payment deposits. Provides inter-agency spreadsheet for reconciliation and bills to other cities.
Asset Subtypes Update (1)	Wireless / PD	Nightly - Scheduled	Created component interface to allow for adding / updating asset subtypes via component interface.
Asset Subtypes Update (2)	Wireless / PD	Nightly - Scheduled	Component interface to allow for adding and updating IT asset subtypes.
Archives Access	Finance	On Demand	Created custom component interface to upload the DARS deposits (customer deposit).

## 5.6 Conversion

### 5.6.1 Conversion Requirements

The City desires to retain and convert the following data to the Future System. Table 8 provides a list of data by GFS / GEMS functional areas and a description.

Table 8 – Conversion Requirements

GFS System		Description
Balance Sheet Data	Any transactional data that is open and impacts future transactions.	
Vendor Master Files	All Active.	
Outstanding Accounts Receivable Balances	Accounts receivable accounts with open balances.	
Assets	All available assets.	
Deposits	All deposit data.	
Inventory Master File	Point in time inventory details.	
Budget Data	Current / prior year budget summary.	
General Ledger	Journal Entries.	
Purchasing	Open PO's.	
Project Costing / Allocations	Historical data necessary to be able to properly close and capitalize projects that were active at go-live.	
GEMS System		Description
Employee Master Data	Current and historic.	
Employee Job Status	Current and historic.	



Job Data Master / History	Current and historic.
Benefits	At time of conversion.
Position Tables	At time of conversion.
Pay Rate Tables / Earning Codes	At time of conversion.
Performance Evaluation / Step Information	Next review cycle.
Employee Events	HR Training records.
Accrual Balances	Leave, furlough, comp, vacation, etc.
Company Property	Items to be returned at termination.

## 6. Proposal Submission Requirements

### 6.1 General Instructions

The City discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals must be organized consistent with the outline provided in this section of the RFP. Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the City's information requirements.

### 6.2 Proposal Format

Proposals must be structured, presented, and labeled in the following manner:

- ◆ Cover Letter
- ◆ Table of Contents
- ◆ Section 1 - Executive Summary
- ◆ Section 2 – Company Background
- ◆ Section 3 – Company Qualifications
- ◆ Section 4 – References
- ◆ Section 5 – Proposed Solution
- ◆ Section 6 – Implementation Approach
- ◆ Section 7 – Other Requirements
- ◆ Section 8 – Pricing
- ◆ Section 9 – Software Licensing and Maintenance Agreements

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposals should be prepared on standard 8 1/2" x 11" paper and printed on 2 sides. All proposal pages should be numbered.

#### 6.2.1 Cover Letter

The proposal must include a cover letter that provides the following;

- ◆ Proposer's legal name and corporate structure
- ◆ Proposer's primary contact to include name, address, phone, and email
- ◆ Identification of use of subcontractors and scope of work to be performed by subcontractors
- ◆ Identification of any pending litigation against the Proposer
- ◆ Disclosure of any bankruptcy or insolvency proceedings in last 10 years
- ◆ Statement of the Proposer's credentials to deliver the services sought under the RFP

- ◆ Statement indicating the proposal remains valid for at least 120 days
- ◆ Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g., employment by the City)
- ◆ Statement of acknowledgement that the City’s legal documents have been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications are noted, the City will assume that the proposer is capable of performing all normal tasks and services without reservation or qualification to the contract
- ◆ Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it

The Proposal Cover Letter should be concise and brief and not exceed two pages unless Proposer’s exceptions to the City’s legal documents require it.

### 6.2.2 Table of Contents

All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers and identified in the Table of Contents.

### 6.2.3 Section 1 - Executive Summary

This section of the proposal should provide a brief and concise synopsis of Proposer’s proposal and a description of the Proposer’s credentials to deliver the services sought under the RFP. The Executive Summary should not exceed 3 pages.

### 6.2.4 Section 2 – Company Background

This section of the proposal should identify the following:

- ◆ 2.1 - A brief description of the Proposer’s background and organizational history
- ◆ 2.2 - A statement of how long the Proposer has been performing the services required by this RFP
- ◆ 2.3 - Identify the location of headquarters, technical support, and field offices
- ◆ 2.4 - Identify the location of the office which would service the City
- ◆ 2.6 – Identify Proposer’s annual company revenues and profit for the last three company fiscal years

The Background section should not exceed 3 pages.

### 6.2.5 Section 3 – Company Qualifications

In this section of the proposal, the Proposer should identify company qualifications and experience in implementing solutions similar to what the City is seeking:

- ◆ 3.1 - Describe the Proposer’s familiarity with public sector ERP systems and associated business processes, and experience with the requirements of the State of California.
- ◆ 3.2 – Identify the Proposer’s existing client base including the number of existing clients using the version / release of the software being proposed. Clearly identify the number of California public agency installations

The Company Qualifications section should not exceed 3 pages.

### 6.2.6 Section 4 - References

The Proposer must provide at least five references with at least three of the references for systems that have been implemented in the last five years. The City prefers references from California agencies of similar size and complexity to the City. For each reference, Proposer must provide the following information:

- ◆ Agency name and contact information (i.e. name, title, address, phone, and email)
- ◆ Brief project description, including identifying the software version and modules implemented
- ◆ Number of agency employees
- ◆ Agency general fund budget
- ◆ Implementation date
- ◆ Implementation timeline and cost

### 6.2.7 Section 5 - Proposed Solution

In this section of the proposal, the Proposer should identify the proposed solution up to and including the following:

- ◆ 5.1 – Provide a brief solution overview identifying origin of system, release history, current release being proposed, and number of operational installations for the proposed software solution.
- ◆ 5.2 – Provide a written response to each area identified in Section 5 (Replacement System Requirements) of the RFP (i.e. RFP Sections 5.1 – 5.4). It is important to note that the level of detail must be sufficient to allow the evaluators to understand your product’s features, functions, capabilities and shortcomings / challenges. Proposers are allowed to supplement their response to Section 5 using additional product information as an attachment to their proposal. However, at a minimum, Proposers must provide a written summary response at the module level such that the evaluators can obtain an adequate understanding of how the proposed solution will meet the City’s needs.
- ◆ 5.3 – Complete the Response Requirements Template (Appendix C) provided in MS Word format. The document should be completed for each line item based on the following criteria; M – Meets/Exceeds, D – Does not Meet, C – Customization/Work around, or A – Alternate / 3rd Party Solution. Proposers are to respond with a single option and are encouraged to provide written response to adequately explain.
- ◆ 5.4 – Identify any additional functionality or recommended modules or services that were not identified in RFP Section 5 but that the Proposer recommends that the City consider. Include a description of the features and functions of each additional proposed module.
- ◆ 5.5 – Describe alternative service delivery models (i.e. Software-as-a-Service, Application Service Provider, Hosted, etc.) available to the City and indicate how these might impact the proposed solution.
- ◆ 5.6 – Confirm ability to conform to the requirements in RFP section 4.1 Technology Standards or clearly articulate proposed alternatives.
- ◆ 5.7 – Section 5.5 Interfaces (Tables 4 – 7) documents the current ERP integrations, interfaces, custom processes, queries and bolt-ons in the day to day, monthly and annual business processes currently implemented at the City. Provide as part of the Response Requirements Template (Appendix C) adequate reply on how the Proposer will address these items in the Future System.

- ◆ 5.8 – Describe Proposers conversion methodology and approach to meet the City’s request to retain and convert data to the Future System. (Section 5.6 – Table 8). Include activities involved and who is responsible for the tasks to complete a successful data migration.

### 6.2.8 Section 6 - Implementation Approach and Work Plan

The Proposer should identify the proposed implementation approach, clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the Proposer and those to be performed by the City. The Proposer response should be reflective of the City’s timeline, approach for implementation and should clearly indicate the City resource requirements to meet the vendor proposed schedule.

- ◆ 6.1 - Describe your implementation and project management methodology and approach to ensure a successful implementation.
- ◆ 6.2 – Provide a project organization chart highlighting the key staff who will be assigned to the project. Provide biographies for the project manager and other key assigned resources.
- ◆ 6.3 – Provide a detailed work plan that identifies major activities, tasks, deliverables, and resources. The work plan should assume a July 2015 initial project kick-off. The City has identified HR and Payroll, Chart of Accounts definition, and a transitional plan to update the current Financials as Phase 1, Core Financials (Phase2) and subsequent modules would follow. During Phase 1 the City is looking to transition from a semi-monthly pay period to a bi-weekly process and is looking for Proposers to provide a logical approach to meet these objectives. Phase 2 and subsequent proposed modules should be included in the work plan so that the City can clearly understand what the additional phases would include and the timeline for their completion.
- ◆ 6.4 – Describe the roles and responsibilities of the City staff during implementation, and provide an estimated number of City resources, expected role and level of effort during each phase of the project.
- ◆ 6.5 – Describe the conversion methodology that will be used to implement the Future System. In addition, recommend what the City should convert (content and how many years of history) from the current system.
- ◆ 6.6 – Describe your training methodology and how you ensure users are prepared to use the Future System.
- ◆ 6.7 – Describe how the use of any alternative service delivery models would impact the proposed implementation approach, work plan, and City staff level of effort.

### 6.2.9 Section 7 – Other Requirements

In this section of the proposal, the Proposers should address the following items in a concise manner:

- ◆ 7.1 – Describe ongoing maintenance, release / upgrade, and support services. At a minimum, Proposers should address the following items:
  - Help desk processes and procedures
  - Hours of support (stated in Pacific Standard Time)
  - Escalation procedures
  - Response time commitments
- ◆ 7.2 – Identify if there are solution user groups and / or user conferences

- ◆ 7.3 – Provide hardware and database specifications for the Future System. As part of Proposer’s response, confirm your acceptance of the City’s technical standards.
- ◆ 7.4 - Describe the frequency that application patches and releases have been made available within the past two years. In addition, clearly identify the roles and responsibilities of the City to complete updates.

### 6.2.10 Section 8 - Pricing

The City seeks a clear and comprehensive understanding of all costs associated with the Future System, implementation and ongoing maintenance of the proposed system. In this section, the Proposer must itemize all costs associated with the implementation and ongoing maintenance. The City will evaluate proposals based on the “Total Cost to Implement (TCI)” and the “Total Cost to Operate (TCO)”. TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus five years of annual maintenance fees.

The Proposer’s price sheet(s) must identify all costs required to complete a successful implementation to include:

- ◆ Solution Pricing Local
  - Software Licensing and Maintenance Costs
- ◆ Solution Pricing Hosted
  - Software Hosting Costs
- ◆ Implementation Services
  - Software Installation and Configuration
  - Project Management
  - Business Process Review
  - Training
  - Documentation
  - Conversion
  - Change Management
- ◆ Interface Services
- ◆ 3<sup>rd</sup> party products required / recommended for Future System (i.e. software, hardware)
- ◆ Optional Offerings
- ◆ Professional Services Rates
- ◆ Consultant travel and expenses not included

***The City intends to purchase any required Future System hardware and database software independently based on recommended standards provided by the Proposer if required for proposed solution.***

The City has provided Proposers an electronic (MS Excel) spreadsheet with a pricing template **that must be completely filled out** and included in Proposer’s response under separate cover. The City will evaluate Proposer price proposals based solely off the information provided in the pricing templates. The templates provide space for Proposers to identify any assumptions or comments that will ensure the City understands what is being proposed. (Appendix D)

The Proposer’s response to the Pricing section must include the following components:

- ◆ Local Software Licensing and Maintenance Price Sheet – This section of the pricing proposal should clearly identify the proposed software modules that are required to meet the RFP requirements. Proposers are strongly encouraged to provide a detailed

breakout of software module pricing in order to help the City assess the cost of the proposed solution. Proposers must identify the number of user licenses being proposed for each module and clearly describe the basis for software licensing and method to justify number of licenses being proposed.

- ◆ ASP Software Licensing and Hosting Price Sheet – This section of the pricing proposal is provided for those that wish to provide the City with a Hosted system. Costs should clearly identify the proposed software modules that are required to meet the RFP requirements. Proposers are strongly encouraged to provide a detailed breakout of software module hosting costs in order to help the City assess the cost of the proposed solution. Proposers must identify the number of user licenses being proposed for each module and clearly describe the basis for software licensing and method to justify number of licenses being proposed.
- ◆ Implementation Services Price Sheet – This section of the pricing proposal should clearly identify the quantity, hourly rate, and total cost for all professional services the Proposer will provide to ensure a successful implementation. Proposers are encouraged to provide a breakdown of the service categories that will be provided to support the implementation to allow evaluators to understand the level of effort, resources, and cost of services.
- ◆ Interface Services Price Sheet – This section of the pricing proposal should clearly identify the one-time and annual costs associated with providing the interfaces, exports and imports of data with other systems if not defined as part of the proposed solution.
- ◆ Conversion Price Sheet – This section of the pricing proposal should clearly identify the costs associated with data conversion from the existing systems to the Future System.
- ◆ 3rd Party Products Price Sheet – This section of the pricing proposal should clearly identify any third party software and / or specialty hardware that will be required to fully implement the proposed solution to meet the RFP requirements. (The City is open to recommendations to third party partners for time and attendance and desires to include all third party costs in the total project costs.)
- ◆ Optional Offerings Price Sheet – This section of the pricing proposal should identify any optional product or service offerings the Proposer would like the City to consider. The City is interested in understanding and evaluating other products and services of the Proposers. If Proposers believe they have additional products and services that may be of interest to the City, please itemize that information in the Optional Offerings Price Sheet.
- ◆ Consultant Travel – This section of the pricing proposal should clearly identify the projected travel costs associated with Proposer’s implementation services. The proposer should identify the anticipated number of trips, days of service per trip, and estimated per trip cost. The City will reimburse the selected Proposer based on actual trip expenses supported by receipts and documentation.
- ◆ Professional Services Rate Price Sheet – The City seeks hourly pricing for additional services that may be required during the implementation. Proposers should provide an hourly rate for any professional services categories offered as part of the proposal. If necessary, the City will use these rates to purchase additional services.

### 6.2.11 Section 9 – Software Licensing and Maintenance Agreements

In this section, the Proposer must provide any software licensing and maintenance agreements that will be required to implement the Proposer’s solution.



## 7. Proposal Evaluation

An Evaluation Committee shall review all proposals to determine which Proposers have qualified for consideration. The evaluation will include both an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Submitted proposals will be evaluated on the following criteria:

- ◆ Quality, clarity, and responsiveness of proposal
- ◆ Ability to meet the needs of the City
- ◆ Innovation that supports the City’s vision of becoming the “City of the Future”
- ◆ Well thought out timeline and roadmap with an a phased approach
- ◆ Proven technical ability to design, install and support the proposed system
- ◆ Demonstrated ability to work in a cooperative and collaborative manner with clients
- ◆ Anticipated value and price
- ◆ Perceived risk or lack thereof
- ◆ Company financial stability
- ◆ References for each application proposed
- ◆ Results of interviews, demonstrations, and site visits
- ◆ Ability to prepare and execute a contract in a timely manner
- ◆ Commitment to continually evolving the system to remain current with evolving best practices

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

## **8. General Requirements**

### **8.1 Collusion**

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

### **8.2 Gratuities**

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

### **8.3 Required Review and Waiver of Objections by Proposers**

Proposers should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction. Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Written Questions and Comments" detailed in Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and Comments.

### **8.4 Nondiscrimination**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **8.5 Proposal Withdrawal**

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1.3). After withdrawing a previously submitted

proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

## **8.6 Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

## **8.7 Incorrect Proposal Information**

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal may be rejected.

## **8.8 Prohibition of Proposer Terms and Conditions**

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

## **8.9 Assignment and Subcontracting**

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

## **8.10 Right to Refuse Personnel**

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve all Proposers' staff. Proposer's staff may be subject to the City's background and drug testing processes at any time.

## **8.11 Proposal of Additional Services**

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

## 8.12 Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

## 8.13 Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

## 8.14 Contract Negotiations

After a review of the proposals and completion of the demonstration and POC, the City intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked service provider.

## 8.15 Execution of Contract

If the selected Proposer does not execute a contract with the City within fifteen (15) business days after notification of selection, the City may give notice to that service provider of the City's intent to select from the remaining Proposers or to call for new proposals, whichever the City deems appropriate.

## 8.16 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances

in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

### **8.17 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

### **8.18 Proprietary Information**

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City, the City will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act will constitute a complete waiver.

### **8.19 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

### **8.20 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal will be incorporated into the final contract.

### **8.21 Proposal Amendment**

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

### **8.22 Consultant Participation**

The City reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second opinion. The City may also invite said consultant to participate in the Proposal Evaluation process.

## 8.23 Warranty

The selected software proposer will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP, demonstrated in both the software demonstration and subsequent proof-of-capabilities. Further, those requirements as stated in this RFP will become part of the selected software proposer's license and the software proposer will warrant to the requirements. The selected proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all application modules included in the implementation.

## 8.24 Rights of the City

The City reserves the right to:

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

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

## Appendix A – City Professional Services Agreement

It is recognized that the formal basis of any agreement between the City and the service provider is a contract rather than a proposal. In submitting proposals, Proposers must indicate that they are prepared to complete the City's Agreement for Professional Services, which is presented on the following pages.

***The selected Proposer will be expected to accept these terms and conditions unless they otherwise take exception in their cover letter.***

CONTRACT No. \_\_\_\_\_

### **PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE CITY OF GLENDALE  
AND  
\_\_\_\_\_

**THIS AGREEMENT** ("Agreement"), effective \_\_\_\_\_, 20\_\_ ("Effective Date"), is between the CITY of Glendale ("CITY"), a municipal corporation, and \_\_\_\_\_ ("CONSULTANT"), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, "PARTIES" or individually, "PARTY").

### **RECITALS**

A. CITY is a public entity organized and existing under its Charter and the State of California's Constitution.

B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement's duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] [**NOTE: staff must verify corporate status/ partnership/ LLC and Consultant's license, if any, and obtain proof.**] [**ADD, IF APPLICABLE: (which) (who) employs persons who are duly registered or licensed to practice in the State of California.**]

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

### **AGREEMENT**

**THEREFORE**, CITY engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:



## 1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

## 2.0 TERM

[Select one of the following alternatives:]

2.1. **[OPTION 1]** This Agreement begins on the Effective Date, and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

2.1. **[OPTION 2]** This Agreement's Term is [ # ] [months/ years], beginning on [DATE] and ending on [DATE], unless this Agreement ends sooner according to the terms elsewhere in this document.

## 3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall [specify services to be provided] ("the Services") in accordance with the Scope of Work, which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit A" must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Work should identify specific tasks, list and describe any deliverables, and specify procedures/criteria for acceptance.]**

### 3.2. **Written Authorization.**

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) CITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. **[ADD, IF APPLICABLE:** Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONSULTANT shall not exceed the not-to-exceed price in each Task Order.] In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

### 3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

#### 4.0 TIME FOR PERFORMANCE

[Select one of the following alternatives:]

4.1. **[OPTION 1]** CONSULTANT shall complete all of the Services by     [DATE]    .

4.1. **[OPTION 2]** CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as “Exhibit B” to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by     [DATE]    .

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY’s Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a “force majeure”—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

#### 5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet [SET FORTH SPECIFIC TIMES: hourly/ daily/ weekly/ as needed] to coordinate, review, and ensure CONSULTANT’s performance under this Agreement. CITY’s Project Manager will oversee the administration of CONSULTANT’s tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT’s project team shall work under the direction of the following key personnel     [IDENTIFY CONSULTANT’S KEY PERSONNEL AND TITLE]    . [**OR STATE:** CONSULTANT shall employ the key personnel identified in “Exhibit A.”] CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY’s prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities (“Subconsultants”) that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT’s duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it

would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

## 6.0 **FACILITIES**

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

## 7.0 **PAYMENT**

7.1. CITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit C" must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

[Select one of the following provisions:]

7.2. **Fee. [OPTION 1]** CITY shall pay for the Services in a lump sum, which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), upon CONSULTANT's satisfactory completion of the Services and CONSULTANT's delivery of the work product.

7.2. **Fee. [OPTION 2]** CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the hourly rate(s) specified in "Exhibit C," the TOTAL amount of which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

7.2. **Fee. [OPTION 3]** CITY shall pay for the Services in \_\_\_\_\_ [IF PAYMENTS ARE IN INTERVALS, SPECIFY A PERIOD (e.g., monthly/ quarterly) OR SPECIFY A QUANTITY (e.g., two, three, five)] installments, the TOTAL amount of which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_). Each installment will be payable upon satisfactory completion, in CITY's

determination, of the work in each phase identified below, and in an amount proportionate to the work CONSULTANT performed or completed within each phase:

<u>Phase:</u>	<u>Description:</u>	<u>Amount:</u>
I -	[Example: Construction Documents]	\$ _____
II -	[Example: Bid Documents]	\$ _____
III -	[Example: Construction Support]	\$ _____
IV -	[Example: Project 's Closeout]	\$ _____
<b>TOTAL</b>		\$ _____

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

### **8.0 AUDIT BY CITY**

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

### **9.0 DATA, RECORDS, PROPRIETARY RIGHTS**

9.1. **Copies of Data.** CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. **Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document— including, but not limited to, each report, draft, record, drawing, or specification (collectively, “work product”)— that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY’s exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT’s work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT’s Scope of Work. Without CITY’s prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**



(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions.

(B) If CITY receives a Public Records Act request, CITY will immediately notify CONSULTANT. CONSULTANT shall identify— within the time period CITY specifies— all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

(1) CONSULTANT may seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or

(2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, or if CONSULTANT fails to respond to CITY within the time period that CITY sets, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

## **10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

10.1. **CONFLICT OF INTEREST.** CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. **CAMPAIGN CONTRIBUTIONS.**

(A) CONSULTANT and its Subconsultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's and its Subconsultants' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

(1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Redevelopment Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Redevelopment Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$25,000 or more, or a combination or series of contracts having a value of \$25,000 or more, in a fiscal year (July 1 – June 30) of CITY; and

(2) A City Council member, Redevelopment Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

(B) CONSULTANT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$25,000, CONSULTANT still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

(1) CONSULTANT and CITY amend the Scope of Services in this Agreement which increases the Maximum Cost to equal or exceed \$25,000 in a fiscal year (July 1 – June 30) of CITY); or

(2) CITY, Glendale Redevelopment Agency, or the Housing Authority awards CONSULTANT another contract which has a total anticipated or actual value of \$25,000 or more— or awards CONSULTANT a combination or series of contracts which have a value of \$25,000 or more— in a fiscal year (July 1 – June 30) of CITY.

(C) CONSULTANT represents and certifies that:

(1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;

(2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and

(3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

## **11.0 INSURANCE**

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D-\_\_\_\_\_" to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

## 12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, “CONSULTANT INDEMNITOR”) shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, “CITY INDEMNITEE”) from and against a “**liability**” [as defined in Subparagraph (A) below], or an “**expense**” [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a CONSULTANT INDEMNITOR:

(A) “**Liability**” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR's insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

### 13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;

- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within [SELECT: 5/ 10/ 14/ 30] days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within [SELECT THE SAME NUMBER IN PARAGRAPH 13.2 ABOVE: 5/ 10/ 14/ 30] days after receiving CITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

- (1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or
- (2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon [ SELECT: 10/ 14/ 30 ] days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

## 14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D.
- (3) Exhibit B.
- (4) Exhibit A.
- (5) Exhibit C.

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.



14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested; or
- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the place, or facsimile number, for giving notice.

CITY: City of Glendale  
Dept.: \_\_\_\_\_  
\_\_\_\_\_  
Glendale, CA 9120\_\_  
Attn: \_\_\_\_\_  
  
Tel. No. \_\_\_\_\_  
Fax. No. \_\_\_\_\_

CONSULTANT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
  
Tel. No. \_\_\_\_\_  
Fax. No. \_\_\_\_\_

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

- (A) They have read this Agreement, fully understand its contents, and have received a copy of it;
- (B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and
- (C) They have executed this Agreement on the date opposite their signature.

Executed at \_\_\_\_\_, California.

**CITY OF GLENDALE:**



liable; and

- (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
- (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be

(E) Provide coverage for:

- (1) The duration of this Agreement; and
- (2) At least three (3) years after the Project's completion:
  - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an "extended reporting period" ("ERP") or a "discovery" feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
  - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with "prior acts" coverage), for a period of three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. Each policy must have a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

1.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

**EXHIBIT -  
INSURANCE REQUIREMENTS  
PROFESSIONAL SERVICES AGREEMENT**

**“WORKERS’ COMPENSATION” INSURANCE**

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
  - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONSULTANT shall provide CITY with a “*certificate of insurance*” and a subrogation endorsement, “*Waiver of Our Right to Recover From Others*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONSULTANT’s personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

**EXHIBIT -  
INSURANCE REQUIREMENTS  
PROFESSIONAL SERVICES AGREEMENT**

**“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE**

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONSULTANT shall provide CITY with a “*certificate of insurance*,” an “*additional insured endorsement*,” and a subrogation endorsement, “*Waiver of Transfer to Rights of Recovery Against Others*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

**EXHIBIT -  
INSURANCE REQUIREMENTS  
PROFESSIONAL SERVICES AGREEMENT**

**“BUSINESS AUTOMOBILE” LIABILITY INSURANCE**

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Business Automobile” insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) TWO MILLION DOLLARS (\$2,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONSULTANT shall provide CITY with a “*certificate of insurance*” and an “*additional insured endorsement*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”



**EXHIBIT -  
INSURANCE REQUIREMENTS  
PROFESSIONAL SERVICES AGREEMENT**

**GENERAL REQUIREMENTS**

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "List of Surplus Line Insurers" ("LESLI");
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of "A:VII," or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages' continuation.

1.3 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT's insurance policy:

- (A) If CONSULTANT's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONSULTANT's insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT's insurance;

- (D) CITY's insurance, or self-insurance, or both, will not contribute with CONSULTANT's insurance policy;
- (E) CONSULTANT and CONSULTANT's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONSULTANT:
  - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
    - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;
    - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or
    - (c) The availability, or affordability, or both, of increased liability insurance coverage;
  - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 CONSULTANT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after the Final Payment.

1.7 CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

**EXHIBIT -**  
**INSURANCE REQUIREMENTS**  
***PROFESSIONAL SERVICES AGREEMENT***

**CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

1.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;

- (B) CITY's "General Liability/Automobile Liability Special Endorsement" form (L-15), unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A subrogation endorsement, "Waiver of Transfer to Rights of Recovery Against Others," for Commercial General Liability coverage or Businessowners Liability coverage;
- (D) A "certificate of insurance" for Workers' Compensation insurance; or
  - If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or
  - If CONSULTANT is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (E) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and
- (F) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

**INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

2.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.



## **Appendix C – Response Requirements Template**

The Proposer is expected to complete the response requirements template provided in electronic Word format as an Attachment to this RFP.

## **Appendix D – Mandatory Pricing Sheets**

The Proposer is expected to complete the mandatory price sheets provided in electronic Excel format as an attachment to this RFP.