City of West Lafayette

Request for Proposal

Enterprise Resource Planning System

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1 Introduction

This Request for Proposal (RFP) is intended to provide Vendors with a common, uniform set of instructions to assist them in the development of their proposals and to provide a uniform method for the City of West Lafayette (hereby referred to as City) to fairly evaluate proposals and subsequently select a Vendor to provide the system.

This RFP provides minimum specifications and key features for functional requirements related to organizational objectives, information on applications, number of users, and transaction volumes. Vendors are invited to propose a solution that will effectively and efficiently achieve our goals and objectives and provide for future growth.

In responding to this RFP, Vendors should follow the prescribed format and use the included forms, thus providing the City with data that is easily compared with data submitted by other Vendors to fairly and objectively evaluate the proposals.

The City assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those given in writing by the City through the issuance of addenda. In no event may a Vendor rely on any oral statement by the City or its' agents, advisors or consultants. It is the full responsibility of the Vendor to thoroughly investigate the needs/requirements of the City not necessarily assumed in this RFP and to propose a fully integrated financial management and human resources system designed and tested to most efficiently meet the needs/requirements of the City.

This RFP is governed by the laws of the State of Indiana.

The City reserves the right to reject any or all proposals, to waive informalities, and to determine the best overall proposal based on evaluation criteria and the best interests of the City of West Lafayette.

1.1 Anticipated Timeline

Process	Date
Issue Date	March 19
Deadline for Questions	April 2
Vendor Proposals Due	April 16
Potential Demo Dates, Site Visits, Other Evaluation	April 22 – May 17
Selection of Vendor	May 21
Contract Approved	June 11

The City reserves the right to modify the anticipated timeline if it deems it to be in the best interest of the City.

1.2 Project Goals

The City is seeking a comprehensive, fully integrated Enterprise Planning (ERP) software that will serve the core financial functions, Utility Billing, Payroll, Human Resources, Permitting, Inventory, Work Orders, Fleet Management, GIS Integration, and Parcel Management. The City intends to replace its existing suite of financial, payroll, utility, permitting, and parcel management software with a single integrated software solution.

The City expects to experience significant growth in the coming decade and is seeking a software solution that has the capability to facilitate and empower the City to utilize effective and responsive business processes and provide high quality service to the public. The City is seeking a long-term relationship with a provider of municipal software with a track record of sustaining product performance, technological innovation, knowledge of Indiana municipal finance, and high caliber customer service.

The City has the following objectives in support of the project:

- Improve access to information, sophisticated data query access and drill down capabilities for transactions and documents
- Improve public and staff access via self-serve functionality
- Implement a highly configurable, including business rules, solution to avoid customizations
- Implement a web-based, open architected solution to enhance usability across the City and interface with existing systems
- The City is looking to engage a single Vendor to provide software and implementation services including conversion and training.
- The City wants to take a Train-the-Trainer approach.
- The City wants to support its business processes well into the future.
- The City wants the solution to be accessible from numerous remote locations throughout the City.
- Information is only entered once in the system to be available across modules.

Modules within the system have real -time integration such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the City.

1.3 Response Instructions

Sealed proposals clearly labeled “ERP Proposal” must be submitted on the forms provided. Five (5) printed copies and one (1) electronic copy on CD must be

provided. Proposals are due in the Office of Clerk-Treasurer Judith C. Rhodes. West Lafayette City Hall, 609 W. Navajo St., West Lafayette, IN 47906 by 8:30 a.m. April 16, 2013. Proposals will be opened at the Board of Works meeting which convenes in Council Chambers, West Lafayette City Hall, at 8:30 a.m. on April 16, 2013 and the name of each Vendor will be read aloud.

Each Vendor is responsible for responding to the RFP in its entirety and in the format requested. Any exceptions to the requirements of the RFP must be noted and be clearly explained.

The City's best interest is to select a fully integrated suite of applications from one Vendor. Partial responses may be submitted. The Vendor may qualify the bid for acceptance by the City of West Lafayette on an "all or none" basis, but such an "all or none" basis bid must include all items upon which bids are invited.

Adherence to the rules and format established in the RFP will ensure a fair and objective analysis of all proposals, and failure to do so will result in disqualification of the proposal.

Proposers are encouraged to submit with their proposal any literature, warranty information, and other documentation to support the proposer's compliance with the specifications contained in this proposal package.

The RFP and all addenda will be posted on the City of West Lafayette website at: www.westlafayette.in.gov. Vendors may register to receive email notification of addenda at clerk@westlafayette.in.gov . It is the Vendor's responsibility to ensure that their proposal responds to all addenda issued. Each Vendor must acknowledge receipt of each addendum by stating so on the form required in the submitted proposal.

Each Vendor shall be responsible for all costs incurred in order to prepare and submit the response to this Request for Proposal

1.4 Questions and Communications

It is the Vendor's responsibility to examine the specifications and understand all existing conditions and requirements. . The sole point of contact for all questions is Information Technology Director Anthony Newman, Phone: (765) 807-8961, during West Lafayette City Hall business hours Monday – Friday, 8:00 - 4:30 p.m. Questions should be directed in writing by email to ERP@westlafayette.in.gov. Any response to a question will be made in writing as an addendum. Failure to adhere to this policy on questions will result in disqualification.

1.5 Proposal Control and Disclosure

Trade secrets as that term is defined in Indiana law submitted by a proposer in connection with this procurement shall not be subject to public disclosure. However, the proposer must invoke this protection prior to or upon submission of

the data or other material, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs are to be protected is also unacceptable.

During the evaluation process prior to selection of the Vendor, the Vendor's proposal will be deemed confidential and shall not be disclosed except to the evaluation team.

1.6 Rights Reserved

The City of West Lafayette reserves the following rights:

- To reject any and all proposals, or parts of proposals at its discretion.
- To modify or withdraw this RFP.
- To waive any technical irregularities of a proposal if, at the City's sole discretion, it is deemed in the best interests of the City.
- To require additional information or clarification of information from any Vendor.
- Negotiate or hold discussions with any Vendor.
- To reject a proposal if the Vendor fails to satisfy the City that such Vendor is properly qualified to carry out the obligations of the agreement as ascertained from interviews, negotiations, any reference checks, and any other information or factors deemed relevant by the municipality.
- To waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Vendor. The City of West Lafayette may make the award with or without further discussion of the Proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms, which the proposer can propose with respect to price, product, service, and technical capability.
- To select the most functionally complete and cost-effective solution from a growing, viable, and financially stable company that will meet both current and future needs of the City of West Lafayette. The lowest price proposal will not necessarily be selected.

The award of a contract shall be at the sole discretion of the City of West Lafayette. The award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this proposal package.

The contents of the proposal of the selected proposer will become the basis for the City of West Lafayette's contractual obligation when the award is made.

2 Project Scope

2.1 Functions

2.1.1 Financial Core

- General Ledger/Fund Accounting
- Accounts Payable
- Accounts Receivable/Miscellaneous Billing
- Central Cashiering
- Online Payments
- Budget – expenditure control, forecasting, preparation
- Project/Grant Accounting
- Purchasing - requisitions, encumbrances (purchase orders)
- Fixed Assets
- Vendor Self-Serve
- Treasury Management/Bank Reconciliation
- GASB 34 Reporting

2.1.2 Payroll

- Position Control
- Applicant Tracking
- Human Resources
- Benefits Administration
- Time Sheet Entry and Time Clock Interface
- Employee Self-Serve – benefits & payroll
- Job Application Self-Service

2.1.3 Utility

- Utility Billing – Wastewater, Trash, Stormwater, Miscellaneous
- Utility Self-Service

2.1.4 Other

- Permits & Inspections (Building Permits and Rental Housing Certification)
- Permits & Inspections Self-Service
- Work Orders
- Inventory
- Fleet & Equipment & Facility Management
- GIS Integration and Parcel Management
- Report Writer
- Documents(PDF) and Picture Attachment Capability

2.2 Services

The Vendor will provide:

2.2.1 Project Management
2.2.2 Software Installation
2.2.3 Data Conversion
2.2.4 Integration & Interface Development
2.2.5 Training
2.2.6 Ongoing Support & Maintenance Services
2.2.7 Documentation and Operation Manuals
2.2.8 Disaster Recovery Services

2.3 Demonstrations and Presentations

Vendors may be required to provide detailed demonstrations of proposed application software.

3 Minimal Proposal Qualifications

The following criteria must be met before any RFP response will be considered.

- RFP response is submitted by due date and time.
- Vendor's response is on the forms provided where required.
- RFP response is signed by individual with authority to contractually bind the proposer.
- Vendor responded to all items requested with sufficient detail to permit evaluation.
- Vendor must provide a listing of a minimum of ten current clients located outside of Indiana with populations of at least 50,000, listing software modules currently installed. The listing must include modules, dates installed, current version numbers, and give contact information. (See appendix
- The Vendor must provide a listing of a minimum of five current municipal clients located in Indiana, one of which must be a population of at least 30,000.
- The terms and pricing of a proposal must be offered for a period of not less than 180 days from due date of proposal.
- Vendor must be able to meet or beat the following schedule:
    - Core Financials Live by April 1, 2014
    - Payroll Live by July 1, 2014
    - Utility Billing live by April 1, 2015
    - Permits and all other modules live by July 1, 2015.
- Minimum Technical requirements
    - The Vendor must provide remote tablet connectivity and functionality on cross-module work flow approvals, notifications, and requisitions, and on the permit and inspection module(s).
    - The system should provide open web standards and support multiple browsers including Microsoft Internet Explorer, Mozilla Firefox, and Apple Safari for internal users.

- System should utilize a 2010 or higher version of Microsoft SQL database.

Please provide any exceptions or conditions for meeting these requirements in Section 19.

4 Americans with Disabilities Act

The City of West Lafayette is committed to ensuring accessibility of its website for people with disabilities. New and updated web content produced by our organization will conform to WC3 WAI's Web Content Accessibility Guidelines 2.0. Vendors supplying software used to develop our site will be required to provide information on conformance to W3C WAI's Authoring Tool Accessibility Guidelines 2.0.

5 Demographics and Systems

The City of West Lafayette, located in Tippecanoe County, has a population of approximately 30,000. Purdue University, home to over 44,000 students, is a separate jurisdiction but is the economic anchor for West Lafayette. The area proximate to Purdue University is among the most densely population urban areas in the nation. Purdue has the second largest international student population of any public university, making West Lafayette home to scholars from over 130 countries. The City hosts the nationally ranked Purdue Research Park. West Lafayette's strategic plan has set a vision as a knowledge-centered community. The West Lafayette High School has been ranked #1 in the State and has national ranking. Past Indiana Governor Mitch Daniels has assumed the presidency of Purdue University and Purdue is expected to lead the way in educational reform and innovation. The City of West Lafayette is considering annexation of Purdue and areas to the west of current City boundaries within the next few years which would double both the City's area and population within one year. The City requires an enterprise planning system that can provide management capability to support growth and efficiency-driven best practices for government services.

The City of West Lafayette's financial report can be found at the State Board of Accounts website under http://www.in.gov/sboa/resources/reports/audit/.

West Lafayette Statistics

Population	29,596
City Budget FY2013	$18,243,347
City Fiscal Year Start	January 1
Wastewater Treatment Utility O & M Budget FY 2013	$4,851,809
Wastewater Treatment Utility Capital Budget FY 2013	$2,645,867
Redevelopment Commission Plan FY2013	$11,547,122
Wastewater bills/month	9100
% Wastewater accounts finaled and new per year	45%
Number of wastewater accounts	7400
Number of trash accounts	4830

Number of storm water accounts	7430
Number of Full Time Employees	190
Number of Part Time/Season Employees	130
Number of W-2s Issued	335
Number of 1099Rs Issued	54
Payroll Cycles: Biweekly and Monthly (All Direct Deposit)	
Number of 1099Ms Issued	109
Number of Accounts Payable Checks	5483
Number of Accounts Payable Vouchers (Claims)	8113
Number of Accounts Payable Invoices	14000
Accounts Payable Cycle: 2-3 / Week	
Number of Funds (rollup and sub-ledger)	225
Number of Departments	10
Number of Fixed Assets ($5,000 threshold)	1500
Number of Projects - CIP	35
Number of City Buildings	12
Number of City Parks	
Number of Permits Issued in 2012- Engineering	647
Number of Inspections in 2012- Engineering	1235
Number of Rental Properties Certified in City	1400
Number of Rental Units in City	9000
Number of Rental Conversion in FY2012	56
Number of Rental Inspections FY2012	651
Number of concurrent users- Financial System	50
Number of concurrent users- Utility Billing	10

6 Evaluations and Proposals

Proposals will be evaluated in two phases listed below:

6.1 Phase 1

- Review of minimal proposal qualifications
- Reference checking
- Site visits

6.2 Phase 2

The Vendors meeting minimal proposal qualifications will be evaluated during Phase 2 based on the following criteria:

- Ability to provide required application functionality, security, ease of use and configuration, product direction, minimal to no customization.
- Technical infrastructure stability and reliability, current open architecture, performance, overall support complexity, support services, ease of migration, and configuration management.
- Implementation services including project management, implementation approach, data migration approach, Vendor staffing, training services.

- Customer services including ongoing support services, support structure, references, and client retention.
- Market focus on the public sector, nationwide, Midwest, and Indiana. Strength and viability of Vendor including financial stability, length of time in business and product longevity, new client growth, quality of resource
- Costs including initial, five- year, annual releases, and version upgrades.

7 Vendor Proposal Checklist

RFP Item	Indicate "included" or "not included"	Proposal Section
8.1 Proposal Summary Form		
8.2 Company Background		
9.0 Software Modules		
10.0 Hardware, Operating System, Programming		
11.0 Ongoing Support and Maintenance		
12.0 Implementation Plan		
13.0 Data Conversion Costs		
14.0 Integrations and Interfaces		
15.0 Reporting		
16.0 Legal and Compliance		
17.0 Proof of Insurance		
18.0 Noncollusion Affidavit		
19.0 Exceptions		
APPENDIX A – REFERENCES		
APPENDIX B - FUNCTIONAL AND TECHNICAL REQUIREMENTS CHECKLIST		
APPENDIX C – TOTAL COST SUMMARY		

8 Vendor Proposal

Please include the following form in your proposal:

8.1 ERP Proposal Summary Form

Name of Company	
Software Brand Name	
Name of Preparer	
Name of Primary Contact for Follow-Up Questions	
Contact Phone Number	
Fax Number	
E-mail Address	

I have read and understood the requirements of the City of West Lafayette Request for Proposal (RFP) for the Enterprise Resource Planning Software and hereby submit my response thereto. I hereby agree to provide the software and services in accordance with the requirements of the City of West Lafayette RFP with exceptions explicitly noticed in my response. The proposed fees shall include all labor, material, equipment and other costs to provide the software and services as outlined including any travel or pier diem expenses and any other miscellaneous expense involved.

Proposer Signature:_____

Proposer Name (Print):_____

Title: _____

Date:_____

Please provide a table of contents for the proposal. The Vendor is invited to provide a brief Executive Summary of their proposal and how the proposed solution will best meet the needs of the City of West Lafayette.

8.2 Company Background

Vendors must provide information about their company so that the City of West Lafayette can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. The City of West Lafayette, at its option, may require the Vendor to provide additional documentation to support and/or clarify requested information. The Vendor should outline the company's background including a brief description (e.g., past history, present status, future plans, company size, etc.). The Vendor should address what are the key differentiators of its company and its proposed solution. The Vendor should also submit (attach) audited financial information for the past two (2) completed fiscal years, which includes income statements, balance sheets, and statement of cash flows. The Vendor should respond to the following questions and statements on company background.

- Please state the year the Vendor started in the business of selling ERP system solutions.
- Where is the Vendor's closest facility/sales office in reference to West Lafayette, Indiana?
- Where is the Vendor company's headquarters?
- Please list the Vendor's sales in the previous four years.
- Please list the number of new public sector contracts in the prior 3 years for the product type you are proposing in this ERP.
- How many total employees does the Vendor have in each of the following categories?
- Indicate whether the business is a parent or subsidiary in a group of companies.
- Has this company or product being proposed ever been purchased or acquired by another company? If yes, provide the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
- What percentage of revenues does this offered system represent to your company verses other products/ services?
- Indicate the percentage of revenues contributed by sales of new systems compared to maintenance and support services fees
- Indicate if the company incurred an annual operating loss in the last 5 years.
- Has the company had a workforce reduction during the past 5 years?
- What is the percentage of annual revenues reinvested into research & development?
- Do you currently have any outstanding significant (≥ $250,000) litigation with any of the following:
    - Existing customers
    - Former customers
    - Other businesses
    - Any local, state, or federal government unit

9 Software Modules

The Vendor is required to provide a general description of the application program product with a summary of features, description of integrations with other proposed applications, and how it will meet requirements of this RFP. Describe opportunities for making local customizations or development of interfaces without compromising the integrity of the base system. Also include in this description the following: content management capabilities, GIS integration and capabilities, and web based self-service solutions (including what is available for employee access, citizens' access and credit card processing). If the module does not meet the City's requirements, the proposer must state the costs and schedule to update the module to meet the City's specifications. The total costs of modifying the module must be fully itemized and included in the proposal as described in APPENDIX C.

The proposed application software must, at a minimum, be capable of meeting the mandatory application software requirements indicated within this RFP. The City will, however, entertain proposals that will improve our processes based on Vendor expertise and recommendations.

The Vendor is required to complete the Functional and Technical Requirements Checklists in APPENDIX B. The Excel format must be used.

10 Hardware and Operating System

The Vendor is required to provide the following information:

- Please include the minimum *and* optimal requirements for the computer hardware environments in which the proposed software will run (server, network and workstation). This should include the supported operating system(s), network configuration and database system(s).
- Explain how your system architecture allows for future growth and scalability.
- Are current versions of your software built with RIA (Rich Internet Application) technology—such as Silverlight or Flash? If not, when is this development planned in the future?
- Are all of the software modules quoted owned and developed by your company? If not please list the modules, 3rd party owners or developers and describe their relationship with your company.

The Vendor is required to complete the in-depth technical tab in the Functional and technical requirement checklist in APPENDIX B.

11 Ongoing Support and Maintenance

The City places a high degree of importance on the maintenance and support a Vendor provides for its application software packages.

The Vendor must describe the company's policy on maintenance and support, including costs, specifically addressing the following:

- how regular support is provided
- how after-hours support is provided
- how software defects are handled
- how and when software upgrades, minor and major, are provided
- modifications required as a result of mandated state/federal requirements
- custom modifications desired by the City
- availability of user groups
- escalation options and procedures

Identify the party or business unit that is responsible for the support options provided above.

Please list the locations of support staff that will be utilized by West Lafayette

The Vendor must furnish a complete description of the user manuals that will be provided for the operation and use of the proposed system. .

The Vendor is required to provide annual maintenance and support costs as described in APPENDIX C.

12 Implementation Services

12.1 Project Management Questions

The Vendor should respond to the following questions or statements on its project management approach:

- Please describe the Vendor's implementation methodology.
- Does the Vendor utilize 3rd party resources or contractors in their implementations?
- How many PMP certified Project Managers does the Vendor currently have on staff?
- Does the Vendor offer a Production Ready approach to implementation whereby your staff will define and populate all tables and parameter files? If so please describe the approach and how you assure knowledge transfer.
- What level of guarantee does the Vendor offer to insure the quality of implementation services delivered?
- What is the hourly rate for implementation assistance beyond that which is included in the Vendor proposal by skill-set?

12.2 Project Management Description

Please describe your approach and define your deliverables for the following implementation services. It is expected that your proposal include these services at a minimum.

- Project Scope Agreement
- Project Assumptions
- Personnel Assumptions
- Technical Support Assumptions
- Operational & Knowledge Transfer
- General Project Activities and Deliverables

- Data Conversion Process Steps and Activities
- Change Management Approach
- Communication Plan
- Quality Management and Testing
- Project Risk Management
- Schedule Management
- Resource Management
- Education Plan
- Sample Implementation Plan (Assume July 1, 2013 Start Date)

Please provide implementation costs as described in APPENDIX C.

13 Data Conversion

The Vendor is expected to perform electronic data conversion to the new system, including overall data conversion coordination, definition of file layouts, and data import and validation into the new system. Describe your approach to data conversion, and address the feasibility to phasing in data conversion as desired following go live.

Please address the following conversion scenarios:

- Utility billing system active account conversion for wastewater and trash and prior year billing history
- Payroll master file conversion and payroll history since 2000
- Permits (building and rental occupancy) master files consisting of approximately 20000 records

Please describe your approach to costing conversion services (flat fee, hourly rates

Please provide data conversion costs as described in Appendix C.

14 Integrations and Interfaces

The Vendor is expected to assist the City of West Lafayette in the development of required integrations and interfaces. The City expects to increase interfaces in order to automate processes and take advantage of financial core software capabilities. The Vendor should address to what extent, where batch processes are required with 3rd party software, that upload/downloads can be automated to provide "realtime" information in the ERP system.

Planned interfaces include:

- Ability to import merchant transactions from 3rd party online credit card payment systems (eg authorize.net, City website provider eGov) and 3rd party e-payment aggregators (eg Checkfree) and post to the ERP system. This is an interim need prior to roll out of a fully integrated online payment platform.
- Ability to import transaction information from Vermont Systems RecTrac & WebTrac products.
- Ability to interface with ESRI products ARCGIS Desktop, ARCSDE, and ARC GIS Server

- Ability to import rental property certification data from Access database in CityView (version 8.31.).
- Ability to import time clock data from Time Trax Easy (version 4.3.6) and from Time Clock Plus (version 4.0)
- Ability to import fuel information from fleet fueling center Phoenix Software (version 2.0.)
- Generic GL uploads from Chase purchasing cards.
- Ability to import/export data from payroll module and bank to accommodate positive pay and direct deposit services.
- Ability to import files for bank reconciliation from Chase ACCESS platform.
- Ability to export and format payroll data for INPRS.
- Ability to generate W-2, 1099R, 1099M and 1099S for State and Federal government.
- Ability to upload information from Excel spreadsheets into the appropriate Budgeting, HR and Payroll, and General Ledger modules.
- Ability to import court and parking payments from SunGard IJS court system.

The Vendor should respond in this section with a discussion on the approach on how each of these integrations would be developed, and whether they have prior experience with this integration or interface.

Please provide interface costs as described in APPENDIX C.

15 Reporting

It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Please describe any limitations on querying and report generation during normal business operations. Please describe what tools your system provides for user-friendly query and report writing.

16 Terms and Conditions

Below are terms and conditions that the City expects to be part of an agreement with the final proposer. Please indicate your willingness to comply with each condition and/or note any exceptions in Section 19. Contract terms in the final agreement should include but will not be limited to those listed below.

16.1 Prevailing party – attorney fees

In the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

16.2 Engaging in activities with Iran

[Vendor or Contractor] certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

16.3 E-Verify

The contract must have language to ensure [Vendor or Contractor] shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, [Vendor or Contractor] shall enroll in and verify the work eligibility status of all newly hired employees of [Vendor or Contractor] through the E-Verify Program ("Program"), so long as the Program exists.

b. [Vendor or Contractor] and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that [Vendor or Contractor] or its subcontractors subsequently learns is an unauthorized alien. The contract must have a paragraph that clearly defines the remedies available if this section is breached that is acceptable to the City..

c. If [Vendor or Contractor] employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

d. [Vendor or Contractor] shall, prior to performing any work, require each subcontractor to certify to [Vendor or Contractor] that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. [Vendor or Contractor] shall maintain on file a certification from each subcontractor throughout the duration of the Project. If [Vendor or Contractor] determines that a subcontractor is in violation of this Section 7(d), [Vendor or Contractor] may terminate its contract with the subcontractor for such violation. The contract must have a paragraph that clearly defines the remedies available if this section is breached that is acceptable to the City.

e. The contract must include an affirmation statement as an attachment to the contract where [Vendor or Contractor] swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

16.4 Non-Discrimination

[Vendor or Contractor] agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person

acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, disability, national origin, or ancestry discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That the City may deduct from the amount payable to the contractor a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

16.5 Defect Repsonsibility

The selected Vendor must be willing to bear responsibility for any defects in the software that prevent the software from performing as designed including any consequential damage to data including erroneous, inaccurate, and unreliable data that is created by the software defect at no additional cost to the City.

16.6 Payment Terms

Payment for the ERP system and for the implementation services rendered pursuant to any Agreement shall be made in amounts and at times set forth in the Agreement. A written agreement will be issued, and all invoices must reference the agreement number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the City. Prior to payment, the Vendor must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

Implementation services will be paid as described and only on a deliverable completion basis, meaning that the City will pay only when the Vendor has satisfactorily completed mutually agreed upon payment deliverables, as will be defined in the Statement of Work.. In addition, the City will apply a retention rate of five percent (5%) to all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.

16.7 Retention

The City will retain fifteen per cent (5%) of implementation fees billed at the completion of each milestone until Final Acceptance of the system.

16.8 Additional Users and Modules

The City will require "price protection" for a minimum of two (2) years from the effective date of the software license for additional City users and modules that are listed in the proposal but are not initially purchased.

16.9 Delivery of the Project Plan and Other Key Deliverables

A detailed project plan is to be delivered within a contractually specified timeframe after Agreement signing.

16.10 Services and Statement of Work

The Statement of Work is to be delivered within a contractually specified timeframe after Agreement signing and the Agreement must include a description of items to be included in the Statement of Work.

Except as otherwise explicitly stated in the Agreement, the Vendor will furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the services. Any additional services not identified in the Agreement will be mutually agreed to in writing by each party through a change order process.

16.11 Key Personnel

The City requires assurances as to the consistency and quality of Vendor staffing for its project. Key points of the City's key personnel provision include:

The City shall have the ability to interview and approve key personnel proposed by the Vendor.

The City shall have the right to unilaterally dismiss key personnel from the project.

Vendor key personnel may not be removed from the project without the City's approval.

Vendor must replace any departed key personnel with a temporary replacement

within forty-eight (48) hours.

Vendor must provide a no-charge ramp-up period for any replacement key personnel. This ramp-up period shall be equal to eighty (80) hours for a replacement project manager and forty (40) hours for all other key personnel positions.

16.12 Status of Vendor

The Vendor and its employees will be engaged in an independent contractor relationship with the City in performing all work, duties, and obligations under the Agreement. The City will not exercise any control or direction over the methods by which the Vendor shall perform its work and functions. The City's sole interest and responsibility is to ensure that the work covered by the Agreement is performed and rendered in a competent, satisfactory, and legal manner. No work, act, commission, or omission of the Vendor or its employees pursuant to the Agreement shall be construed to make the Vendor or its employees the agent, employee, or servant of the City. The Vendor and its employees will not be entitled to receive from City vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind. Neither party will have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without prior written consent of such other party.

16.13 Payment of Taxes

Vendor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Vendor agrees to indemnify and hold City harmless from any liability which it may incur to the United States or to any State as a consequence of Vendor's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Vendor agrees to furnish City with proof of payment of taxes on these earnings.

16.14 Records

Vendor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to City for inspection at any reasonable time. Vendor shall maintain such records for a period of four (4) years following completion of work hereunder.

16.15 Subcontracting

The Vendor is prohibited from subcontracting the Agreement or any services provided pursuant to the Agreement without the consent of the City.

1. Confidential Information

Any written, printed, graphic, or electronically or magnetically recorded information furnished by the City for the proposer's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The Vendor and its employees will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and only to the extent necessary to perform the work under the Agreement. This prohibition also applies to the Vendor's employees, agents, and subcontractors. On termination of the Agreement, the Vendor will promptly return any confidential information in its possession to the City.

2. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Vendor or Vendor's subcontractors, Vendors, and other agents in connection with this Agreement shall be the property of City. City shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Vendor shall promptly deliver to City all such documents, which have not already been provided to City in such form or format, as City deems appropriate. Such documents shall be and will remain the property of City without restriction or limitation. Vendor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of City.

3. Conflict of Interest

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Vendor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by City, Vendor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Vendor's or such other person's financial interests.

4. City Property

The use of City property must be approved in advance by the City's project manager. If the City has agreed to provide City owned property, the following special provisions shall apply:

The amount of City property to be furnished to the Vendor may be increased or decreased by written direction of the City's project manager, and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.

The Vendor shall insure all City property in its possession or control and shall be liable to the City for the fair market value of any damage or loss to City property, aside from that incurred by normal wear and tear. The Vendor shall maintain the property in operating condition, with the cost being chargeable to the Agreement.

All City property shall be returned promptly upon completion of the Agreement or otherwise disposed of, as directed in writing by the City. All costs of shipment or disposal are the Vendor's cost.

Unless specifically stated otherwise in writing, City property may be used only for the performance of the Agreement.

Title to all City property shall remain in the hands of the City at all times. Title to the property acquired by the Vendor for use under the Agreement shall vest in the City upon delivery to the Vendor.

Any dispute concerning interpretation of the provisions of Agreement shall be subject to the stipulations of the "Disputes" article.

5. Intellectual Property Rights

The Vendor will indemnify and hold harmless the City from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented or un-patented invention, process, article, or work manufactured or used in the performance of the Agreement, including its use by the City. If the Vendor uses any design, device, materials, or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal and/or agreement prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

6. Covenants Against Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City shall have the right to annul the Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. Changes

The City's project manager may, at any time, by a written order and without notice to the insurers make changes within the general scope of the Agreement in any one or more of the following: a) specifications or statement of work and b) place of performance or delivery. If any such changes cause an increase or decrease in the cost or the time required for the performance of the Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made a) in the Agreement price or time of performance or both and b) in such other provisions of the Agreement as may be so affected; and the Agreement shall be modified in writing accordingly. Any claim by the Vendor for adjustment under this provision must be asserted within 30 days from the date of receipt by the Vendor of the notification of change, provided, however, that the City's project manager decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the Agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" article. However, nothing in this provision shall excuse the Vendor from proceeding with the Agreement as changed.

8. Laws and Regulations

The Vendor shall comply with all applicable laws, ordinances, and codes of the State of Indiana and the City of West Lafayette. It shall be the responsibility of the Vendor to be knowledgeable of all federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances, and codes may lead to termination of the Agreement.

If any legal action, including an action for declaratory relief or other legal proceeding, is brought to enforce or interpret the provisions of the Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9. Indemnification Agreement

The Vendor shall to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the City its directors, officers, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses and reasonable attorney fees), and/or costs arising out of any of the following actual or alleged:

Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Vendor, any subcontractor of the Vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work.

Violation of law, statute, ordinance, City administration order, rule or regulation by Vendor in the performance of the work.

Liens, claims, or actions arising in whole or in part from any alleged actions or omissions of the Vendor, any subcontractor of the Vendor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work.

Violation of intellectual property rights of third parties, including copyright, patent, license agreements, or other claims of ownership and/or infringement made or alleged against the City based on the use of the software and implementation services provided in the Agreement.

The City reserves the right to retain its own attorneys in such an event, for which the Vendor would reimburse the City for reasonable attorney fees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Vendor or any subcontractor under workers' compensation acts; disability benefit acts; other employee benefit acts; or any statutory bar.

10. Third Party Intellectual Property

If the software program or any part of the materials installed by the Vendor is held to infringe upon any third-party intellectual property rights, the Vendor shall, at its sole expense, exercise commercially reasonable efforts to either: (a) procure for the right to continue using the same idea or process free of any liability for infringement or violation; or (b) replace or modify the same with non-infringing material of substantially equivalent functionality. In the event Vendor is unable to implement one of the options set forth in subsection (a) or (b) above within sixty (60) days after the occurrence of any such claim, such failure shall be deemed an event of default under the Agreement.

11. Warranty

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

The selected software Vendor will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP and responded to with a positive response (anything except for “N”) will become part of the selected Vendor’s software license and the software Vendor will warrant to the requirements. The selected Vendor 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 modules/suites/applications included in the implementation.

The City also requires a warranty from the implementation firm(s) for the services (e.g., work products, developed modifications, and system configuration) for a minimum of 24 months after the final acceptance date (as will be defined during the negotiation process)

of the respective modules. The Vendor and any implementation services firm must ensure that the implemented software conforms to the requirements with a positive response (any except for "N") and warranted by the software Vendor.

12. Warranty Remedy

The City requires that the ERP Vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the Vendor will be requested to refund 1.5 times the full amount paid for the unusable software plus implementation costs.

13. System Acceptance

For purposes of acceptance of the system (or portions thereof), the City intends to use a two-staged acceptance procedure. Key points include:

"Conditional Acceptance" will essentially occur at go-live. The City will have up to forty-five (45) days to test the system ("pre-live testing") before going live.

The City will have a 90-day period after Conditional Acceptance to "live test" the system. Live testing is the City's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the City by the Vendor during the course of the project.

If, after the live testing, the system performs in accordance with the system specifications (including the design document and functional requirements), the City will issue "Final Acceptance." The 90-day time frame for Final Acceptance restarts if problems are found in the live test. Specifically, the City expects to document the date the problem is found and the date it is certified as fixed. The clock would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

14. Non-appropriation of Funds

The complete installation of the ERP is contingent on budgetary funding from the annual City budget. Funding may be allocated in phases over several fiscal years. In the event sufficient funds are not appropriated for the payments required to be made under the Agreement in future fiscal years, then the City at its sole discretion may terminate the Agreement at the end of the then current fiscal year, as the case may be, without penalty or additional expense of any kind whatsoever. If non-appropriation occurs, the City agrees to deliver written notice to the Vendor of such early termination at least 30 days prior to the end of the then current fiscal year.

Notwithstanding anything in the Agreement to the contrary, this Non-appropriation provision shall survive termination of the Agreement.

15. Assignment

The Vendor may not reassign any award made as the result of this RFP, without prior written consent from the City, whose sole discretion may not be challenged or disputed.

16. Documentation and Copyright

Collected data, analyses, any analytical processes, programs, and files developed as a contractual requirement are the sole property of the City. Programs shall be completely documented, including the file layout of tapes, disks, and so on. The City may, at its sole discretion, waive title to any portion or to all data and analyses. The City has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

17 Proof of Insurance

17.1 Insurance

During construction of the Project, Vendor shall maintain policies of insurance for Workers' Compensation as well as general liability insurance in the amount of $1,000,000 or more. Automobile liability insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damages, including coverage for owned, hired, and non-owned vehicles. Professional liability insurance with a combined single limit of not less than $5,000,000 for each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed. Each such policy shall: (a) be written by a company reasonably acceptable to the City; and (b) provide that it shall not be modified or canceled without written notice to the City at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Vendor shall name the City as an additional insured. Vendor shall deliver to the City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies. The Vendor shall be financially responsible for all deductibles, self-insured retentions, and/or self-insurance.

17.2 Indemnity and Hold Harmless Agreement

The City shall be indemnified, held harmless, and defended by Vendor for any claims whatsoever arising out of, as a result of, or in connection with the work performed by Vendor including, but not limited to:

(i) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Vendor or any party acting by, under, through, or on behalf of Vendor

(ii) the negligence or willful misconduct of Vendor or any party acting by, under, through, or on behalf of Vendor; or

(iii) the breach by Vendor of any term or condition of this Agreement;.

Further, Vendor shall be responsible for obtaining or maintaining any permits required by any governmental or public or private administrative body, whatever it may be, in connection with the services set out in Article 1. Vendor shall be required to ensure that the company, and its operations in connection with the services set out in Article 1, conform to any applicable statutes, regulation, ordinances, treaties, rules of common law, or other law.

18 Noncollusion Affidavit

CITY OF WEST LAFAYETTE
NON-COLLUSION AFFIRMATION

STATE OF INDIANA

COUNTY OF: _____} SS:

The undersigned offeror or agent, duly swears, under penalties for perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

_____
Offer (Firm)

_____
Signature of Offeror or Agent

Before me, a Notary Public in and for said County and State personally appeared, _____ , who acknowledged the truth of the statements in the foregoing affirmation on this _____day of _____, 20 ___ .

_____
(written)

_____
(printed)

My Commission Expires: _____

Notary Public: _____

County of Residence: _____

19 Exceptions

Please list any exceptions to this RFP and provide reasoning or explanation.

20 Sample Contracts

PERFORMANCE AND PAYMENT BOND

The Contractor shall be required to furnish a performance bond and a payment bond each in the amount of the contract price insuring the faithful performance of the contract and payment of all obligations arising there under pursuant to Indiana Statutes.

SAMPLE CONTRACT DOCUMENTS

Please provide sample contract documents for review.

APPENDIX

APPENDIX A – REFERENCES

18.1 Organization Name	
18.2 Size of Organization	
18.3 Contact Name and title	
18.4 Contact address	
18.5 Contact email address	
18.6 Contact telephone number	
18.7 Modules Installed	
18.8 Dates Installed	
18.9 Currently installed versions	

APPENDIX B – FUNCTIONAL AND TECHNICAL REQUIREMENTS CHECKLIST

Please see attached spreadsheet

APPENDIX C – TOTAL COST SUMMARY

The total cost summary should include the following breakdowns:

- Software Licensing Costs (show breakdown by module and by user type, if relevant).
- Annual Maintenance Costs (show breakdown by module, 5-years out, cost year one, increase year 2, etc.)
- Project Management Costs.
- Implementation Costs (days, travel and lodging)
- Training Costs
- Data Conversion Costs
- 3rd Party Hardware, Software, and Services Costs
- Optional Software Costs
- Other Costs

Please address whether financing, extended payment plans, or discounts are available.

The City may during the implementation period or thereafter require modifications, interfaces, conversion or other services from Vendor. Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs, including expenses, for the City approval before Vendor initiates any work. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the City.

Costs should include the complete costs to complete the ERP install. No additional charges, other than those listed on the price breakdown sheets, shall be made.