

Request for Proposals (RFP)



Software, Implementation and Training Services

For

Integrated Financial Management, Utility Billing, and Human Resources System

For

City of Junction City, Oregon

Release Date: September 21, 2020

Due Date & Time: October 26th, 2020 5:00 PM

Opening Date & Time: October 27th, 2020 9 a.m.

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REQUEST FOR PROPOSAL

Pursuant to ORS 279B.060 and City Public Contracting Rule 137-047-0260, governing competitive sealed proposals, City of Junction City (City) will receive sealed proposals no later than 5 p.m. on October 26, 2020, at 680 Greenwood St, Junction City, OR 97448, to provide software for financial management, utility billing, and human resources. No proposals will be received or considered after this time. Contract terms, conditions and specifications shall be available for review at the City Finance Office at 680 Greenwood St, Junction City, OR 97448 from September 21st, 2020 to October 26th, 2020. No pre-proposal conference will be held.

Sealed proposals shall be mailed or hand delivered to Mike Crocker, Finance Director at the address above. Proposal opening is scheduled for 9 a.m., on October 27th, 2020, at the City's Finance Office, address above. The City may cancel this RFP or reject any proposal not in compliance with all prescribed public solicitation procedures and requirements, and may reject any or all proposals, in whole or in part, upon a finding that it is in the best interest of the City to do so, per ORS 279B.100. The City may waive any and all informalities in the public interest. No prequalification for proposers is required.

To request an RFP packet or for more information, contact Mike Crocker, Finance Director for the City at the email address above.

DATED this 21st day of September, 2020

1.0 RFP Introduction

1.1 Introduction: The City of Junction City (“City”) is soliciting proposals from qualified firms for a full range of financial management and human resources applications that include software, implementation services, ongoing training, and technical support. Ideally, the City would like to acquire these software modules as one integrated solution from one vendor. The City expects to achieve substantial gains in productivity, efficiency, and accuracy through the implementation of a new system. In addition, the City seeks to minimize internal support costs by utilizing technology.

1.2 About the City: The City has an estimated population of 6,170. City services include Police, Water, Sewer, Sanitation, Streets, Finance, Administration, Court, Building Permits, Planning, Library, Community Center, Senior Center, Pool, Parks and Internal Services. The City currently has approximately 51 employees.

The City’s most recent budget and audited financial reports can be found on the City’s website at www.junctioncityoregon.gov.

The City has been using Springbrook software for over 20 years. There are currently 7 active users. However, if the new software sought under this RFP provides employee self-serve capabilities and user-friendly online authorizations, the number of users may increase.

This RFP and additional information about the City can be found on the City’s website at www.junctioncityoregon.gov.

1.3 Scope and Timeline: The City is seeking proposals for an integrated system that will include software implementation services, ongoing training, and technical support. Below is the timetable that has been set for this project. No pre-offer conference will be held.

September 21, 2020	Release of RFP
October 5, 2020	Deadline for Vendor Questions / Requests for Clarification
October 12, 2020	Responses to Vendor Questions Published on City Website
October 26, 2020	Proposals Deadline – 5:00 PM PST
October 27, 2020	Open Proposals - 9:00 AM PST
October 28 to November 9, 2020	Review, and Rate Proposals
November 16, 2020	Select Top Vendors for Demonstrations
November 23 to December 8, 2020	Demonstrations (via Web) and Site Visits (if requested)
January 4, 2021	Notice of Intent to Award Contract, Beginning of Protest Period
January 11, 2021	End of Protest Period
February 4, 2021	Finance Committee Review and recommendation
February 9, 2021	Council Review and Approval of Proposed Contract

1.4 Project Summary: Procurement of a quality integrated software system with comprehensive installation and training services, and ongoing maintenance and support. The

City seeks applications that can provide best practices and improve efficiencies in the City's current processes. A desirable system will simplify, standardize, and optimize business processes and support continuous improvement on business processes. The selected vendor must meet the highest standards prevalent in the industry most closely associated with the goods and/or services required under this RFP and the resulting contract.

Software Applications

The following list of software modules is anticipated to meet the requirements of this RFP, but additional modules or applications may be recommended by the vendor(s) as well:

Financial Management

- General Ledger
- Budget Management
- Annual Budget Preparation
- Accounts Payable
- Revenue/Cash Receipting
- Utility Billing
- Project and Grant Tracking
- Accounts Receivables
- Bank Reconciliation
- Purchasing
- Requisition Processing
- E-Payments
- Finance Analytics and Dashboards
- Reporting

Payroll/Human Resources Management

- Scheduling and Time & Attendance
- Payroll Processing
- Oregon pension reporting
- Electronic Time Entry and Approval
- Position Control
- Position Budgeting
- Applicant Tracking
- Employee Life Event Tracking
- Personnel Action Processing
- Benefits Administration
- Leave Management
- Performance Management
- Training & Certification Tracking
- Employee Self Service
- Human Resources/Payroll Analytics/Dashboards

Special Objectives

In addition to determining how the software meets the City's financial, utility billing, payroll and human resources processing requirements, the City will also be evaluating on a set of special objectives listed below. Each vendor submitting a proposal should include information on how

their solution will address these objectives and, if so, provide some detail in their proposal. The vendor should be prepared to demonstrate the stated functionality during a live demonstration.

Financial Management

- Paperless Invoice Payment Processing
 - ♦ The current process involves paper vouchers and invoice copies produced by the departments and routed to several approvers and reviewers. The City seeks a software solution to eliminate most of the paper in the process and apply automation to the approval workflow.
- Distributed Budget Development
 - ♦ The City utilizes a distributed process for collecting data to create a requested budget. The City seeks a solution supporting the distributed collection of budget requested data. The solution should encourage those providing data to be as detailed as possible. The solution should support the information needs of the data entry process (i.e. reporting, historical data, etc.)
- Flexible and Comprehensive Reporting Features
 - ♦ The City currently is required to use third-party software to accomplish basic reporting and budget. The solution should support efficient, user-friendly reporting, import and export functions. The solution is expected to include standardized reports and templates.

Payroll/Human Resources Management

- Employee Self-Service Portal
 - ♦ Frequent employee requests include copies of paystubs and W-2's, desires to update their W-4 information, or requests to change personal data. The current process for both the request and response is a manual process requiring City staff to facilitate the request. The City seeks a solution whereby the employees have access to personal pay and tax information on their own. The employee should be able to asynchronously submit requests for changes to their personal data and know their request is being serviced.
- Paperless Payroll/HR Processing
 - ♦ The current process involves paper timesheets for payroll processing and paper documents for HR changes. The City seeks a software solution to eliminate most of the paper in these processes and apply automation to the approval workflow.

System Functions

- Audit Trail
 - ♦ The systems should support the auditing to all access, reads, writes, and changes to system data and configurations.
- Process Controls
 - ♦ The system should provide edit controls to prevent incomplete or incorrect data from being processed.
- System Security Controls
 - ♦ The system should prevent unauthorized access to the database, maintain database process controls, log all database transactions and allow for effective user and user group controls.
- Records Management

- ♦ The system should have a records management component that includes retention, retrieval, and destruction of records to efficiently manage records into the future in accordance with Oregon Revised Statutes.
- User Security Setup and Configuration
 - ♦ The system should be capable of limiting access to application software screens and data element fields based on individual roles and user credentials.
- Mobile Access
 - ♦ Many City employees are away from their offices for a majority of their work day. The City seeks a solution that facilitates alternate access beyond laptops and desk top computers including tablets and cell phones.
- Direct Deposit Data Export Interface
 - ♦ The City currently exports data from payroll to upload to our financial institution for direct deposit. The solution must include the ability to support exporting payroll information for direct deposit.
- Export W-2 Data
 - ♦ The City currently exports W-2 data from payroll for upload to State and Federal agencies. The solution must include the ability to support exporting W-2 data.
- Export of Quarterly Payroll Data
 - ♦ The City currently exports quarterly payroll for upload to State and Federal agencies. The solution must include the ability to support exporting quarterly payroll information.
- Export of Retirement Data
 - ♦ The City currently exports retirement data from payroll for upload to the State of Oregon. The solution must include the ability to support exporting retirement payroll information.
- Export of Positive Pay Data
 - ♦ The City currently exports Positive Pay data to transfer to our financial institution. The solution must include the ability to support exporting Positive Pay information.
- Local Server Based Solution
 - ♦ The City is seeking a local server based solution.

Reporting

- Report Automation and Data Access
 - ♦ The City currently produces reports centrally in either paper or electronic form and distributes the reports manually. Access to data in a form that supports analysis is limited. The City seeks a solution that allows employees with appropriate authority to self-generate reports or extract financial data in tabular form (i.e. for analysis in Excel)
- Financial Dashboards
 - ♦ The City seeks a solution that provides employees with appropriate budget at-a-glance information relating to financial status and performance.

1.5 Current Functional Statistics: The following table contains data about the City’s current operations by function. Vendors should refer to this table when responding to the business requirements.

General Ledger		
	Number of Funds	30
	Number of Departments	5
	Number of Divisions	18
	Number of Cash Accounts	6
	Number of Bank Codes	6
	Number of Accounting Periods	12 + year end periods
	Fiscal Year	July 1 – June 30
Accounts Payable		
	Number of Checks Annually	1,700
	Frequency of Check Runs	Bi-Weekly
	Vendors	2,500 to 3,000
Budgeting		
	Number of funds budgeted	29
	Budget frequency	Annual
	Fiscal Year	July 1 – June 30
Payroll		
	Pay Frequency	Monthly
	Pay Period	Adjusted calendar month
	Pay Dates	5th
	Number of Direct Deposits	50 per month
	Number of Checks	2 per month
	Number of W-2’s	100
	Number of employees	51
	Number of pay codes	70
Projects/Grants		
	Number of projected projects codes	10 to 15 annually
	Projects cross fiscal years	Yes
	Projects cross funds	Yes
Human Resources		
	Number of Departments	5
	Number of Unions	2
	Number of Classifications	34
	Number of Pay Step Variations	5 to 6
	Number of Employee Types	4
	Number of Benefit Plans	8

1.6 Current Processes:

Many of the existing processes are manual and one of the goals is to develop more efficient practices with better levels of control in an electronic environment. A number of current processes generate duplicated efforts throughout a functional area, and it would be beneficial to eliminate those.

Financial

- The City's current **accounts payable process** does not use purchase orders on a system wide basis although some departments use their own internal purchase order and requisition forms. All routing of documents and approvals are performed on a manual basis. Paper documents are stored by vendor and pay date in a central location in Finance.
- **Credit card payments** are accepted by a number of City departments including, Finance, Court, Utility Billing, Police, Building, and Planning. Some of these points of sale are facilitated by independent software systems. This RFP is not intended to replace any independent systems, but to develop integration with them and the financial software system.
- The **payroll approval process** entails departments submitting paper time sheets grouped and summarized by a staff person. Time is entered on each time sheet by the employee. The timesheet is signed by each employee and their supervisor or department head. Timesheets of appointed department heads are approved by the City Administrator. Employee's time and any updates or changes are entered by Finance into the payroll hours entry screens. Paper payroll check stubs for all employees are distributed on payday each month.
- **Management Reporting** is accomplished using an outside manual process using Excel. Data is exported and manually manipulated for importing into Excel where standardized reporting formats are maintained.
- **Budget** processing and reporting is maintained outside of the finance management software. The City wishes to incorporate much of the schedules and entry into an integrated automated system to improve accuracy, internal control, availability to staff and replace the manual process that is currently used.
- **Audit** workpaper preparation and analysis requests are mostly prepared with a manual process. The current system will process account queries, but any reporting and analysis requires manual processing usually in Excel.

Human Resources

- The **life cycle** of an employee is processed through a series of personnel actions manually created, processed and entered into the current system for processing.
- **Benefit processing** is manual and limited in functionality. Benefit processing is dependent on systems provided by the vendors. It is not integrated with other systems or logic. It provides tracking of information by benefit code which is extracted and manipulated manually for reporting or use.
- **Human Resources** currently utilizes separate manual systems to track performance evaluations, training, and other processes. Any reporting for human resource items is based on a manual process.

1.7 Inquiries: Inquiries concerning this procurement, including questions related to technical issues, are to be directed to:

Mike Crocker, Finance Director
mcrocker@ci.junction-city.or.us

541-998-4760 or 541-852-3330

City of Junction City
680 Greenwood
PO Box 250
Junction City, OR 97448

Proposers may review hard copies of this RFP at 680 Greenwood St, Junction City, OR. Proposers are directed specifically **not** to contact any other staff members other than specified personnel identified above for any purpose. Unauthorized contact of any City personnel may be cause for rejection of the proposer's RFP response.

Vendors submitting the questions/requests will be responsible for prompt delivery of those questions/requests to the City official designated in this section. Any change in the RFP will be made only by written addendum, duly issued by the City and posted on the City's website at www.junctioncityoregon.gov. It is the vendor's responsibility to ensure that this website is reviewed for RFP changes prior to the deadlines for submission of the proposals. The City will not be responsible for any other explanations or interpretations of the RFP.

All questions concerning the RFP should reference the RFP page number, section heading and paragraph and be stated as concisely as possible. Questions must be received in writing or via email by no later than **October 5, 2020**. No officer, agent or employee of the City will accept verbal questions about this RFP.

All questions and responses affecting the content of this RFP will be provided via posting on the City's website on **October 12, 2020**.

1.8 Selection Process: In an effort to reach the best solution possible for the City of Junction City, a four-step selection process has been developed consistent with the requirements of Oregon Revised Statutes and the City's Public Contracting Rules for Competitive Sealed Proposals.

- Step one involves the submission and evaluation of initial proposals from vendors. The highest scoring vendors from the evaluation of proposals will be selected to advance to the next step of the process.
- Step two of the process will entail a series of City scripted demonstrations by each remaining vendor of various functions for each proposed system. Representatives of the City may also choose to request to visit client references to observe the applications in a working environment. Demonstrations will be evaluated by the selection committee to determine the proposals that will best meet the needs of the City. Once evaluation of the demonstrations is complete, one or more vendors will advance in the process for contract discussion.
- Step three will focus on each vendor's best and final offer, and will include a thorough understanding of deliverables with contract terms and timelines. Finalists will emerge and move into the final step of the process.
- Step four will include the final negotiation of a contract.

If a satisfactory agreement on the final negotiation cannot be reached, the City may go back to review the proposals in order to choose another finalist. Once negotiations have been successfully conducted, a recommendation to authorize the signing of a contract shall be presented to the City of Junction City Council for approval.

2.0 Proposal Format and Instructions

2.1 Proposal Format: Proposals should be assembled following the format requirements below. Failure to follow the proposal format requirements may result in disqualification. Vendors must submit the proposal in a sealed package as described in section 3.1.

If revisions become necessary to the RFP, the City will provide addenda by posting on the City's website at www.junctioncityoregon.gov It is the responsibility of proposers to check the City's website periodically while preparing the proposal to ascertain whether any addenda have been issued.

Proposals should be prepared as simply as possible and provide a straightforward concise description of the bidder's capabilities to satisfy the requirements of the RFP. Brevity is preferred. Emphasis should be on accuracy, completeness, and clarity of content. The proposal should include the following items clearly labeled:

Section	Title
	Title Page
	Letter of Transmittal
1	Executive Summary
2	Vendor Background and Qualifications
3	Client References
4	Software Descriptions
5	Functional Requirements
6	Recommended Hardware and Operating System Requirements
7	Project Costs
8	Key Categories
9	System Procurement Options
10	Database Conversion Services
11	Customization Capabilities
12	Reporting
13	Implementation Plan
14	Training and Documentation
15	Maintenance, Support Services and Enhancements
16	Modularity and Phased Approach
17	Prime Contractor Responsibilities
18	Additional Information

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

INTRODUCTION: The title page, letter of transmittal and table of contents should be included in this section.

- a) **Title Page** - Indicate the RFP subject, name of the vendor(s), address, telephone number, email address, and the date. Proposer shall acknowledge any addenda issued on the City's website. The primary and secondary contact person(s) and their respective telephone numbers and email addresses should be included in this section.
- b) **Letter of Transmittal** - Provide a transmittal letter attesting to the accuracy of the proposal signed by a representative authorized to execute binding legal documents on behalf of the vendor. The letter should present the vendor's understanding of the services requested in this RFP.

SECTION 1 - EXECUTIVE SUMMARY: Provide a concise overview highlighting the proposal in two pages or less. Address how your proposal will meet the City needs in a cost-effective manner.

SECTION 2 - VENDOR BACKGROUND AND QUALIFICATIONS: Provide narrative responses to the following, including any necessary documentation, for each item listed below.

- a) State the number of years the vendor has been in the public sector business. Indicate the number of clients for public sector.
- b) Provide a chronology of the company's growth, heritage, staff size and ownership structure.
- c) Indicate whether the business is a parent or subsidiary in a group of companies.
- d) State if this company has ever been purchased by another company or acquired because of a merger or acquisition. If it has, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
- e) State whether the company has had a workforce reduction in the last 5 years. If so, provide details regarding workforce reductions: percentage of workforce, areas affected, senior management team changes, etc.
- i) Describe how the company measures customer satisfaction for software applications and customer service and support, and how issues with customer satisfaction are resolved.
- j) Describe the company's commitment to research and development for the specific applications being proposed.

SECTION 3 - CLIENT REFERENCES: Vendors should include a list of their local government clients in Oregon. In addition, provide a list of at least five (5) references, with current contact information, similar in size and complexity to the City, that have implemented the proposed system within the past five (5) years in a comparable computing environment and are utilizing a recent version of the proposed software. Please inform references they might be contacted by the City.

SECTION 4 - SOFTWARE DESCRIPTIONS: Provide narrative descriptions of the proposed software applications. Refer to Section 1.5 Project Summary for the list of applications and

special objectives to be addressed. If the application is not specifically listed in Section 1.5, include a statement of the benefits the application will provide to the City.

SECTION 5 – FUNCTIONAL REQUIREMENTS: Utilizing the list of functions in Section 1.5 - Project Summary, indicate if the function is not available, available with a custom modification, or available as a standard function.

SECTION 6 - RECOMMENDED HARDWARE AND OPERATING SYSTEM REQUIREMENTS: Present, in detail, the recommended hardware required to utilize the proposed software.

List the operating system software required to support the recommended computing environment and any additional vendors' software products and typical licensing requirements to support the proposed application software.

Note: The vendor(s) must propose and install the software required to support the applications installed.

Fault tolerant equipment is not required, however, "high availability" is desired (i.e., a system design protocol and associated implementation that ensures a certain degree of operational continuity during a given measurement period).

Third-party equipment required to complete the proposed configuration is to be provided and installed by the vendor(s).

SECTION 7 - PROJECT COSTS: Provide a fixed price proposal to perform the requirements described in this RFP, within the time specified by the initial project implementation plan. Pricing should be broken down for separate tasks and deliverables listed in the project plan. If there are other project costs, exceptions, exclusions or alternates, provide that information along with a further explanation of how those affect the project price on a separate page.

- Include prices for all software, services, and additional costs to acquire all software and services referenced in the proposal, including third-party prices.
- Provide the cost of implementation and estimated 5-year cost of ownership.
- Do not use "To Be Determined" or similar annotations for cost estimates. The City is asking vendors to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Vendors may submit additional pricing sheets as an addendum.
- The City reserves the right to contact vendors on price and scope clarification at any time throughout the selection and negotiation process.

By submitting this cost proposal, the vendor represents and declares that it has carefully examined this RFP, all project requirements, project conditions (including hardware, software and physical conditions) affecting the performance of the work and that if its proposal is accepted, the vendor(s) will fully satisfy the requirements of this RFP at the price stated. Every vendor must describe the licensing structure (i.e., based on number of users, number of citizens,

etc.) and document the complete costs for licensing, installation and ongoing support of their proposed systems. Provide as much detail as possible.

SECTION 8 – KEY CATEGORIES: Each vendor’s cost proposal should include detailed information on the items identified in Section 1.5 - Project Summary, in the following key categories:

- 1) Software licensing fees
 - a) Include pricing for database servers, client licenses, web licenses, report generators, third-party software (if any), and add-ons or toolkits that maybe required to facilitate full use of the proposed system
 - b) Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external internet user(s), query versus user, etc.)
 - c) Identify how costs are determined for adding additional users after the initial purchase
- 2) Training fees for each application and supporting programs (reporting programs, etc.)
- 3) System software and any specialized hardware required for software applications
- 4) Implementation services divided into:
 - a) Project Management
 - b) Technical services
 - c) Parallel testing/production user assistance
 - d) Data conversion/migration
 - e) Other anticipated costs (travel, etc.)
- 5) Annual maintenance fees and costs of future upgrades

SECTION 9 - SYSTEM PROCUREMENT OPTIONS: Include any procurement options available in the proposal. Identify the benefits to the City offered by any recommended acquisition method.

SECTION 10 - DATABASE CONVERSION SERVICES: Indicate if the proposed system is able to utilize accumulated data from the systems currently in place. The migration from the existing systems would include any necessary data conversion and importation from current systems to provide historical data views. Include the cost of these services in your response to Section 7.0 - Project Costs.

As part of these services, the vendor(s) would be responsible for the accurate documentation of the current location, file, field, and library names, and the accurate conversion of the historical data from the current software databases, and for writing and executing all necessary conversion programs. The City will make all necessary data available to the vendor(s) to perform this data conversion effort.

Discuss in detail any prior experience converting specific modules of Springbrook software to the proposed software, identifying any module / files that have not been successfully converted from Springbrook software. For the purpose of this proposal the proposer should assume that the conversion will include a minimum of ten (10) years of historical data.

SECTION 11 - CUSTOMIZATION CAPABILITIES: Provide descriptions of the customization capabilities including the ability to add fields and tables.

SECTION 12 - REPORTING: Reporting capabilities should be integrated and intuitive, and be able to generate accurate, easy to use, well-developed reports. The reporting solution should quickly query application databases and provide custom reports

- 1) Describe the data modeling and the reporting capabilities of the system being proposed. Include the level of user expertise necessary to independently create reports and whether or not they can be saved, shared and imported directly into other products (i.e. Microsoft Excel or Adobe PDF format).
- 2) The reporting and modeling capabilities of the system should include, but not necessarily be limited to, financial analysis, budget forecasting, budget preparation, budget to actual monitoring, retrieval of historical data, pre-scheduled reporting and graphical representations of data and reports. Indicate if the system is capable of delivering reports to individuals throughout the organization, and printing professional checks and invoices.
- 3) The City wishes to obtain a reporting program that helps us systemize and speed the development of reports for management-level employees and elected decision makers. Describe how your organization's reporting package can support these efforts.
- 4) Provide a short description of how your company's reporting solution can meet the reporting requirements of the Government Accounting Standards Board and develop Comprehensive Annual Financial Reporting statements.

SECTION 13 - IMPLEMENTATION PLAN: This section should address all key phases including, but not limited to, project planning, installation, configuration, data conversion, testing, rollout, and support. The implementation plan should include the following information and necessary documentation for each item listed:

- a) An overview of services proposed for analyzing the City's existing business processes and how they will translate into the proposed system
- b) The critical path schedule, including a description of each proposed phase, milestone and associated deliverable
- c) Contract time in calendar days from 'Notice to Proceed' to 'Notice of Completion'
- d) Critical meetings
- e) Proposed phases
- f) Deliverable due dates
- g) Detailed tasks
- h) Task owner(s)
- i) Detailed project planning process/methodology
- j) Organizational change management methodology
- k) Project risk management/mitigation
- l) Conversion support plan
- m) A table listing City staff assignments and proposed labor hours for all tasks
- n) A table listing vendor staff assignments and proposed labor hours for all tasks
- o) Project dependencies

Pricing for implementation services should include all costs associated with a successful and complete installation and configuration of the system, and all associated implementation tasks.

The City acknowledges that some software companies partner with implementation specialists for technical and training supports. This practice is acceptable. However, the vendor(s) shall disclose the legal name of those companies providing supplemental support and describe the services each third-party implementation company provides.

SECTION 14 - TRAINING AND DOCUMENTATION: The City believes that thorough training is necessary for the success of the system implementation.

Describe your proposed training program for system users and system administrators along with documentation that is included (i.e., training manuals, technical manuals, user guides, data element dictionary, and context-sensitive online help text with customizable screens). The vendor(s) must have or establish and implement a training program to teach the skills and knowledge necessary to effectively use the technology being proposed.

Once the system is installed, the vendor will be required to provide advanced training for both end users and system administrators within approximately ninety (90) days after final system acceptance. Trainers shall be experienced and knowledgeable in the specific application software they are teaching and shall be familiar with the installation and implementation at the City of Junction City and train for the City's system as implemented. The City may request a replacement trainer if, in the opinion of the City, there is evidence that the trainer initially scheduled has been ineffective in conducting specific training sessions. The City will be entitled to withhold payment until a makeup session with a qualified trainer can be completed.

The vendor(s) must provide a detailed plan for training. This information should include:

- a) Overview of the proposed training plan and strategy, specifying how and when training is to be delivered for the core project team, end users, and technology personnel.
- b) Provide descriptions of classes/courses proposed in the training plan. Vendor should specify the unit of measure for its training (i.e., units, classes, days, etc.) and define the hours associated with these units of measure. The vendor must be very clear about exactly what training courses are included in the cost of the proposal and which personnel should be involved (i.e., finance, payroll, cashier, etc.)
- c) Training should include a written overview of task sequences.
- d) Provide options on locations, frequencies, topics, and budget estimates for ongoing training.
- e) Describe any operating and maintenance manuals that will be provided, including how those would be accessed by end users, and provide a sample of the formats of those documents.

SECTION 15 - MAINTENANCE, SUPPORT SERVICES AND ENHANCEMENTS: The vendor(s) will be responsible for providing ongoing user and technical support during the City's normal business hours, which are 7:00 AM to 5:00 PM, Pacific Time, Monday through Friday, with after-hour emergency support available. Weekend support may be required when upgrading

to new versions or applying upgrades/enhancements. The support must be available in a variety of areas including, installing and configuring product updates, addressing product inquiries and product errors in a timely manner, providing documentation for product upgrades and using client feedback to determine product enhancement priorities. Please include a copy of a support and maintenance agreement and an internal support staffing plan.

The City desires to partner with a technology company providing top-quality customer services. Provide information about the support your organization provides, including:

- a) Phone and web-based help, including the hours available
- b) Tracking system for ensuring requests are promptly addressed
- c) Problem reporting and resolution procedures
- d) Frequency and delivery mechanism for new software releases
- e) Notification and delivery method for bug fixes and patches
- f) Available user groups
- g) Other support

Define any service level options and/or disclose which services are included in the annual maintenance fees and which are optional.

The vendor(s) should disclose how it solicits feedback from its customers and incorporates the information into the software. Describe the testing process for patches, updates, and releases.

SECTION 16 - PROCESS CONTROLS AND SYSTEM SECURITY: The system should provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control of the process flow to prevent information from being processed in the wrong sequence.

Describe the system security controls in place to prevent unauthorized access to the database, maintain database process controls, and log all database transactions. In addition, describe how the system limits access to application software screens, data elements, and the contents of data elements based on individual roles.

The vendors should include a detailed description of the proposed system's security model; including the type of intrusion monitoring that is contained/enforced to limit possible threats. Describe the security setup and configuration process, along with the ongoing maintenance and support requirements for the City.

SECTION 17 - MOBILE DEVICE INTERFACES: Identify which mobile devices will interface with proposed software and if they can be used wirelessly or must be manually synced.

SECTION 18 - MODULARITY AND PHASED APPROACH: The system must be modular in design so that new application components can be integrated with the system to accommodate a phased implementation and take advantage of new technological advances. Once implemented, the system must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality.

Describe your approach to phasing in the applications in Section 1.5, including the order they would be implemented, how they would be grouped and the reason for that order. Explain the

level of redundant data entry processes necessary during a phased implementation and the potential impact on staff resources.

A phased approach would require that newly implemented applications be able to interface with applications that have not yet been converted. Describe how this would be handled, if applicable.

SECTION 19 - PRIME CONTRACTOR RESPONSIBILITIES: The City will consider the vendor to be the Prime Contractor and sole point of contact with regard to contractual matters including the performance of services and payment of charges resulting from the lease or purchase of software. The vendor(s) selected for this project assumes and accepts responsibility for all of its subcontractors, vendors, employees and agents and all work and product necessary to successfully complete this project.

The responsibilities of each subcontractor, vendor and agent that the vendor intends to employ to accomplish the project should be clearly identified. All third-party solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated. For each third-party product or service provider, there should be a statement about whether the vendor's contract will or will not encompass the third party product/service and/or whether the City will have to contract on its own for the product.

SECTION 20 - ADDITIONAL INFORMATION: Proposers may use this section to include additional information about their products and services not covered in other sections of the proposal such as conference information, documentation, newsletters, or published case studies.

3.0 Response Requirements and Conditions

3.1 Proposal Response Instructions: The Proposal must be received no later than 5:00 PM (PST) on October 26, 2020 at the following address:

Mike Crocker, City of Junction City
680 Greenwood
Junction City, OR 97448

Proposals are to be mailed or hand-delivered to the address above. The following information should be clearly stated in the body of the email:

- Name of the Vendor
- Project title: “Software, Implementation and Training Services for Integrated Financial Management, Utility Billing and Human Resources System”

Please note the following as part of the submittal process:

- Submission of the proposal constitutes acceptance by the vendor of terms, conditions, and requirements set forth herein and provides a guarantee that if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP.
- If a proposer’s RFP includes any information to be furnished that the proposer considers proprietary and is not required by law, and the proposer requests up front this information be held in confidence, the City will take reasonable efforts to maintain the confidentiality to the extent allowable under Oregon law, including whether the public interest would suffer by disclosure.
- Any exceptions to the specifications established herein should be listed in detail on a separate sheet and attached to the proposal. Exceptions to the RFP will not automatically eliminate the proposal from consideration.
- Proposals not conforming to the instructions provided herein will be subject to disqualification at the discretion of the City.
- Interested parties assume all responsibility for sending and confirming receipt of proposals. Vendors are encouraged to submit proposals several days in advance and to confirm that your proposal has been received. Late proposals may not be considered and may be returned unopened. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected. The City may accept or reject any or all proposals.
- Submittal of a proposal in response to this RFP evidences proposer’s agreement that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disable veteran as defined in ORS 408.225.

- Any proposals may be withdrawn prior to opening, pursuant to City Public Contracting Rule 137-047-0440.

3.2 RFP Addenda: If the City amends the RFP, the City will issue a formal written addendum in accordance with City Public Contracting Rule 137-047-0430 and post it to the City's website at www.junctioncityoregon.gov.

3.3 Rejection of Proposals: The City reserves the right to reject any or all proposals in their entirety or to select certain application software from the proposals.

3.4 Proposal Costs: Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting proposals providing additional information when requested by the City or for participating in any selection interviews.

3.5 Proposal Review: All documents submitted as part of the vendor's proposal will be deemed confidential until opening. A proposer may mark portions of its response as "trade secrets" that may be kept confidential unless subject to disclosure under Oregon's Public Records Law. The City will not read responses to this RFP aloud during opening.

3.6 Protests: Requests for interpretations shall be submitted in the same manner as solicitation protests per City Rule 137-047-0730, but must be received at least ten (10) days prior to the date set for the opening of proposals.

Proposers may protest the procurement process or provisions of this RFP pursuant to City Rule 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be emailed to Mike Crocker, Finance Director, at mcrocker@ci.junction-city.or.us. Such comments shall be submitted to City no later than ten (10) days prior to the opening date. No comments will be accepted after that time.

The award of the Contract shall constitute a final decision of the City to award the Contract, if no written protest of the award is filed pursuant to City Rule 137-047-0740 with the City within seven (7) calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying a protest shall be sent to every proposer who provided an address. The City will not entertain a protest submitted after the time period established in this RFP.

3.7 Local, State and Federal Compliance Requirements: The vendor(s) must comply with all applicable laws, ordinances, and codes of the federal, state and county governments. It shall be the responsibility of the vendor to be knowledgeable of all 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 disqualification from the bid process.

3.8 Insurance and Indemnification: The vendor to whom the contract is awarded shall, within ten (10) business days from the date of receipt of properly prepared contract documents, deliver to the City the fully executed contract, along with required original insurance certificates that meet the requirements of the contract documents. The insurance shall be maintained in effect for the term of the proposed project. The certificates of insurance, except that for Professional Liability insurance, shall name The City of Junction City as additional insured. All insurance certificates shall provide for thirty (30) days' notice to the City of any cancellation of the insurance policy.

3.9 Contract Requirements: The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, Attachments, Exhibits, Proposer's Response, Clarifications, Addenda, and defined Statement of Work. All such materials constitute the Contract Documents.

Submittal of a proposal indicates proposer's intent to be bound by the contract terms of the attached Agreement, unless exceptions to the contract are submitted by the Proposer with their Proposal Response within the Introductory Letter. If Proposer does not provide written exceptions within the Introductory Letter and Proposer indicates exceptions after contract evaluations, City reserves the right to reject the Proposal and negotiate a contract with the next ranked Proposer, or find the Proposal Response non-responsive.

The successful proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to City Rule 137-046-0320.

3.10 Reserved Rights: The City reserves the right:

The City reserves the right:

- A. To reject any proposal not in compliance with all prescribed procedures and requirements.
- B. To reject for good cause any or all proposals upon the City's written finding that it is in the public interest to do so.
- C. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of proposers in making any awards.

- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with City Rule 137-046-0300.
- G. In the event any proposer or proposers to whom a Contract is awarded shall default in executing said formal Contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the Contract to another proposer or proposers.
- H. To hold the three most responsive proposals and accompanying checks or bonds under consideration until the final award is made, provided that the City shall award the Contract within 30 days after the proposal opening date.
- I. To extend the deadline for submitting proposals, in accord with City Rule 137-047-0430(3).
- J. To negotiate additions or deletions to the scope of work.

3.11 Proposer's Response Form

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish the financial management, utility billing, and human resources software specified, in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

The Proposer, by his signature below, hereby represents as follows:

(a) That no officer, agent or employee of City of Junction City is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder, and that no representation,

statement or statements, oral or in writing, of the City, its officers, agents, or employees had induced him to enter into this Contract and the papers made a part hereof by its terms;

(b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in its proposal.

(d) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name, Title
Name, Title
Name, Title

Proposer [is / is not (circle one)] a resident proposer, as defined in ORS 279A.120. If not a resident proposer, proposer's resident state is _____.

Proposer hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached Contract and exhibits.

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this day ___ of _____, 2020.

Name of Firm: _____

Signature of Bidder: _____

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ____ day of _____, 2020

Name of Corporation: _____

By: _____

CONTRACT MANAGER:

Name Title: _____

Telephone number: _____

4.0 Evaluation

4.1 Evaluation Method and Criteria: The selection committee will open proposals at 9 a.m. on October 27, 2020 at 680 Greenwood St, Junction City, OR. Evaluation of the proposals is expected to be completed within 30 days of the proposal deadline. The selection committee will review proposals focusing on quantitative and qualitative criteria. The City will assign priority levels to information requested in the sections of the proposal as outlined in this RFP. Responses from the vendors will be used to calculate individual weighted average responses. Vendors with the top scoring proposals may be invited to provide demonstrations for City staff.

The capabilities of the software will be evaluated during the demonstrations. The resulting evaluations, along with the priority of each function, will be scored and reviewed by the selection committee.

Negotiations will take place with the top scoring finalists, and, if the negotiations result in a satisfactory agreement, a contract will be recommended to the City Council for review and approval. If negotiations are not satisfactory, the City will again review the proposals and identify a new finalist, or the City may discontinue the project or issue a new RFP. The software selected shall provide the most cost-effective approach that meets the City's needs.

4.2 Selection Criteria: The intention of the City is to procure functionally complete, cost effective and integrated software applications. The criteria that will be used to evaluate proposals shall be as follows:

Selection Criteria:	Maximum Points
Quality, clarity and responsiveness of proposal in conformance with instructions condition and format contained herein.	15
Proposer's qualifications and experience.	20
Ability to provide an integrated all-in-one system that includes the most modules.	20

Implementation strategy and timelines.	15
Cost and quality of software, including life expectancy, and implementation services, and proposed payment plans for project and maintenance costs.	15
Cost of on-going licensing and maintenance.	15
Timeliness, professionalism and responsiveness of on-going support.	25
Demonstrated performance of proposed system.	30
Demonstrated success in converting and integrating historical data from current database.	25
TOTAL POINTS POSSIBLE	180

CITY OF JUNCTION CITY

GOODS AND SERVICES CONTRACT

BASED UPON the Proposal submitted in response to the Request for Proposal for Integrated Financial Software and Associated Services, as issued and administered by City of Junction City (“City”), and _____ (“Contractor”) hereby enter into a contract for the purchase of software and services in accordance with the specifications and proposal provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Proposals
- (2) Exhibit B – Contractor Proposal
- (3) Exhibit C – Oregon Public Contracting Requirements for Goods and Service Contracts

In the event of any conflict between the exhibits above, the terms of this Agreement shall control, followed by Exhibit A, then Exhibit C, then Exhibit B, in that order.

1. Term. The term of this Contract shall extend from its execution to project completion on or before _____, 20__, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
2. Scope of Work. Contractor shall provide all materials, software, installation and maintenance services, as specified in the Request for Proposals attached and incorporated as Exhibit A (Project).
3. Compensation.
 - 3.1 Software Payment. Contractor shall complete Project as defined above and in the attached exhibits for a maximum not to exceed total fee of \$ _____. Said amount shall be paid as follows: \$ _____ paid by City to Contractor for software upon delivery and City verification and acceptance, if satisfied, in City’s sole discretion. Services in an estimated total amount of \$ _____ to be paid as performed and invoiced monthly.
 - 3.1 Invoices. Payments shall be based upon Contractor’s invoices submitted to City, detailing the previous month’s fees and costs.
 - 3.2 Service Payments.
 - a. City will review Contractor’s invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty

(30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full installation of the system, and the system has passed a City performance test.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for the sale, installation, and operation of the software by Contractor.

5. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate.

If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for software installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:
 - 8.1. If terminated under Section 7 by City due to a breach by Contractor, City may purchase substitute software to perform the services described in Exhibit A. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under Section 3.1 of this Contract, then Contractor shall pay to City the amount of the reasonable excess.
 - 8.2. In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
 - 8.3. If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
 - 8.4. City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
 - 8.5. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.
9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the software and services City is purchasing.
10. Change Orders. Contractor and City reserve the right to order changes to the software and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.

11. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
12. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
13. Shipping. Any shipping and handling charges required to perform services under this Contract will be paid by Contractor.
14. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

CONTRACTOR:

City of Junction City

Phone: (541) 998-2153

Fax: (541) 998-3140 _____

Phone: _____

Fax: _____

15. Warranty.. Contractor further warrants that all materials, software, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and software shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.
16. Insurance. Contractor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance – Combined Single Limits	\$2,000,000 each occurrence \$4,000,000 aggregate limit
Worker's Compensation	Statutory Workers Compensation
Automobile Liability – Combined Single Limits	\$1,000,000 aggregate limit
Hired and Non-owned Auto Liability	\$1,000,000 – aggregate limit
Professional Liability	\$1,000,000 – aggregate limit
Cyber Liability	\$3,000,000 – aggregate limit
Privacy Liability	\$3,000,000 – aggregate limit

Breach Notification Costs	\$3,000,000 – aggregate limit
System Damage	\$1,000,000 – aggregate limit

Contractor shall: (a) provide the City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Contractor insurance policy); and (c) ensure that all policies provide a 30-day notice of cancellation to the named insured.

17. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City, its officers, agents, and employees harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor’s violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.

18. Force Majeure. This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.

19. Independent Contractors. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.

20. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City’s prior written consent, which may be granted or withheld in City’s sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City’s consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

21. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
22. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
23. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
24. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645, 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
25. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
26. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
27. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
28. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity will not affect any other provisions of this

Agreement, and this Agreement will be construed as if the invalid provision had never been included in this Agreement.

29. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

30. Interlocal Purchasing Statement. The City grants to any and all public serving governmental agencies, authorization to purchase equivalent product or products described herein at the same submitted unit bid prices, but only with the consent of the Contractor awarded the Contract by the City. The prices contained herein are valid to _____, 20__ and extendable at the option of Contractor. Any City purchasing pursuant to this cooperative purchasing Contract will enter into its own mutually agreeable terms and conditions and service quotation with Contractor.

CITY:

CONTRACTOR:

CITY OF JUNCTION CITY

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (6) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (7) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.
- (8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (10) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (11) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (12) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (13) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a

nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.