

**Request for Proposal (RFP)**  
**Software and Implementation Services**  
for  
**Enterprise Resource Planning (ERP) System**  
for the  
**City of North Platte, Nebraska**



<b>Release Date</b>	Aug 10, 2015
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# City of North Platte, NE Request for Proposals Enterprise Resource Planning (ERP) System and Implementation Services

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# City of North Platte, NE Request for Proposals Enterprise Resource Planning (ERP) System and Implementation Services

## 1.0 RFP Introduction

### 1.1 INTRODUCTION

The City of North Platte hereby requests proposals from qualified firms for software and implementation services for an Enterprise Resource Planning (ERP) System to be provided in accordance with terms, conditions and specifications established herein. The general scope for this project includes: Human Resources, Planning-Permitting, Finance, Req-PO-Rec-Inv, Budget, Assets, Proj-Grant-Cont-Bid, and General. A detailed listing of project scope is listed in section 1.4 of this RFP.

The City will be most interested in “turn-key” solutions from Vendor(s) offering the best possible solution at a highly competitive price, with a project methodology that effectively demonstrates minimal risk to the City.

### 1.2 ABOUT THIS PROJECT

North Platte is located in the southwestern part of Nebraska, Interstate 80, US Hwy’s 30 & 83 bring tourists, supplies, services and travelers to and from North Platte daily. North Platte is home of the world’s largest classification rail yard.

The City of North Platte provides a full range of services to the public, including public safety, highways and streets, culture and recreation, public improvements, solid waste and recycling pick up, community development and general administrative services, as well as public safety services. Additionally, the City is a municipal utility, providing water, electrical and wastewater services to approximately 25K citizens.

Table 1.1 –Background Statistics	
Background Summary – 2015	
Population	24,733 (2010 Census)
Number of Employees	367 active including 9/elected, 292/fulltime, 66/part-time/temporary
Operating Budget	Total Budget: \$114,764,987; General Fund - \$26,620,024; Enterprise Funds - \$57,957,880; Capital Budget - \$22,600
Fiscal Year	Oct 1 <sup>st</sup> through Sept. 30 <sup>th</sup>

The City resides in multiple buildings and has communications to each via fiber or copper connections.

The City has been operating its financial transactions on the Harris Select system for approximately 10 years, and Utility Billing is via Harris’s NorthStar system. In addition to these systems, the City utilizes a series of standalone applications for other business functions. Standalone applications include custom, in-house developed systems, Access databases, Excel spreadsheets or best of breed applications, which are not fully integrated with the Select systems. Many of these standalone systems store fragmented and duplicate data.



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After the completion of a review of functional gaps in the current business systems, the City decided to proceed with the competitive review of Enterprise Resource Planning (ERP) solutions, regardless of platform. The City is committed to procuring a fully-integrated system for its software application needs.

### 1.3 MAJOR BUSINESS DRIVERS

The City of North Platte seeks proposals from software and implementation service providers that specialize in developing and installing ERP systems for the public sector. The City realizes its current system hampers its ability to efficiently and effectively manage its data and deliver services to its citizens. By selecting and installing an ERP system, the City seeks to:

- Enhance organizational capacity
- Increase organizational efficiency
- Streamline systems
- Improve reporting and facilitate report distribution
- Enhance strategic planning and budgeting
- Achieve compliance with all federal regulations and standards.
- Improve productivity by eliminating duplicate entry
- Improve access to information and stronger decision support capabilities
- Support the information needs of executive staff and City Council
- Make information easily and broadly available to all City staff members and citizens
- Implement the use of best business practices
- Have the ability to effectively train new employees
- Implement systems that are intuitive to all levels of users
- Support or compliment the City's desired technical architecture
- Integrate information from multiple City systems
- Strengthen operational effectiveness and efficiencies
- Expedite internal approvals (i.e. purchase orders, invoices, permit applications, etc.)
- Provide audit trails
- Obtain financial information in a timely manner
- Integrate GIS into the City's products

### 1.4 PROJECT SCOPE

The City of North Platte is seeking proposals from qualified firms for the procurement and implementation of a fully integrated, City-wide, Enterprise Resource Planning (ERP) System comprising the following applications:

#### Desired Modules:

- HUMAN RESOURCES/PUBLIC RELATIONS
  - BENEFITS
  - ACCRUAL PROCESSING ON USER SPECIFIED DATES
  - POSITION CONTROL
  - SALARY AND WAGE ADMINISTRATION
  - TRAINING AND DEVELOPMENT
  - HEALTH AND SAFETY



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- FMLA TRACKING
- APPLICANT TRACKING
- JOB REQUISITION AND TRACKING
- STANDARD REPORTS
- PAYROLL
- TIME ENTRY
- SALARY AND BENEFIT PROJECTIONS
- PLANNING & PERMITTING
  - APPLICATION PROCESS
  - FORM MANAGEMENT
  - BUILDING PERMITS AND INSPECTIONS
  - CODE ENFORCEMENT
  - PROCEDURE MANAGEMENT
  - GIS INTEGRATION
  - LAND/PARCEL MANAGEMENT
  - PLANNING & ZONING
- FINANCE
  - MISCELLANEOUS BILLING
  - GENERAL LEDGER
  - JOURNAL POSTINGS
  - CLOSING & ADJUSTMENTS - WITH SECURITY
  - ACCOUNTS PAYABLE
  - AP INVOICE POSTING
  - CHECK INFORMATION
  - W-2 PROCESSING
  - 1099 CAPABILITIES
  - ACCOUNT INFORMATION
  - PO MATCHING
  - CASH RECEIPTS
  - ACCOUNTS RECEIVABLE & GENERAL BILLING
  - CUSTOMER DATA RECORD
  - INVOICES/STATEMENTS
  - RECEIPTS
- WORK ORDERS
- SERVICE REQUESTS
- PREVENTIVE MAINTENANCE
- FACILITIES MANAGEMENT
- RESOURCES
- FORM MANAGEMENT
- REQUISITIONS
- PURCHASE ORDERS
- RECEIVING
- INVENTORY
- BUDGETING
- FIXED ASSETS



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- PROJECTS
- GRANTS
- CONTRACT MANAGEMENT
- BID MANAGEMENT

### 1.5 NOTICE TO VENDOR(S)

It is necessary for Vendor(s) to read the information contained in this RFP to understand how to submit proposals, i.e., what documents must be included, and what legal obligations are being agreed to by the Vendor(s) to provide a successful proposal. Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the City, or legally obligate the Vendor(s) to more than it may realize. Information obtained by the Vendor(s) from any officer, agent or employee of the City shall not affect the risks or obligations assumed by the Vendor(s) or relieve the Vendor(s) from fulfilling any of the RFP conditions or any subsequent contract conditions. Only the format and documents included with this RFP will be accepted as compliant for the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.

Each Vendor(s), by submitting a response to this RFP, agrees that any cost incurred by responding to this request, or in support of activities associated with this RFP, shall be the sole responsibility of the Vendor(s). The City will not pay any costs associated with the preparation, submittal, presentation or evaluation of any response to this RFP.

**It is important to note that the City will entertain proposals that address one or more portions of this Request for Proposal.**

The City reserves the right to award contracts for the listed products or services to more than one Vendor either during or after initial system implementation. The City may work with multiple Vendor(s) or with a single Vendor serving as a point of contact (Prime Contractor), with one or more subcontractors. In order to facilitate the integration of multiple applications, the Vendor(s) must be willing to cooperate with each other by supplying interface information, including file layouts, etc.

The City desires proposals from Vendor(s) offering either 1) a “hosted”, SaaS (Software as a Service) or ASP (Application Service Provider) solution, a “non-hosted” solution (applications that would reside on servers installed by Vendor(s) at the City’s facilities).

For solutions that offer both hosted and non-hosted, please include pricing for both options. It is not necessary to have offerings for all applications or features. However, proposing a more comprehensive system to the City would be clearly advantageous. Additionally, including capabilities of the system to incorporate additional functionalities identified in this RFP for future add-on will show that the system is capable of meeting all requirements will be desirable.

This section does not apply to previously reviewed and accepted proposals developed by Harris Corporation. The City currently utilizes multiple Harris products and is considering proposals that remain within the Harris family of products. They will be evaluated against systems submitted in response to this request for proposals.



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### 1.6 PURPOSE OF REQUEST FOR PROPOSAL

This RFP is for the purpose of procuring a new Enterprise Resource Planning solution to meet the financial, human resource, utilities and other administrative functions of the City as defined in this RFP. The City is open to any type of solution that would meet its needs. This RFP has been compiled for the purpose of providing information, requirements, specifications, guidelines, and other data to be used by Vendor(s) who wish to submit a proposal for consideration. The City believes it has a responsibility to its citizens to stay current with technology and eventually to offer e-City services to its residents and businesses. By procuring an integrated Enterprise Resource Planning (ERP) System, the City seeks to position itself as a leading-edge City using innovative technology to deliver better service to its citizens.

### 1.7 GUIDELINES

By virtue of submitting a proposal, interested parties are acknowledging:

#### GENERAL

- 1.7.1 This RFP is a request to purchase or otherwise acquire rights to use software and professional services required to implement/train new users on the software. As such, proposals from implementation firms alone or software firms without an implementation mechanism will not be considered.
- 1.7.2 The City reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select Vendor(s) at any time to gather additional information. Furthermore, the City reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing.
- 1.7.3 Vendors are directed specifically **NOT** to contact any City staff other than specified personnel identified in this RFP for meetings, conferences, or technical discussions related to the RFP. Unauthorized contact of any personnel may be cause for rejection of the Vendor's RFP response. The decision to select a proposal is solely that of the City.
- 1.7.4 The Vendor(s) 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.
- 1.7.5 The award will be granted to responsible Vendor(s) that are licensed and qualified by experience to perform the services specified. The Vendor(s) chosen for award should be prepared to have the proposal incorporated, along with all other written correspondence concerning this RFP, into the contract. Any false or misleading statements found in the proposal will be grounds for disqualification. **All proposals submitted shall be valid for a period of 365 calendar days from the date of proposal receipt.**

#### THIRD PARTY

- 1.7.6 The City will consider only software firms, not their implementation partners or third-party partners, to be the primary point of contact throughout this proposal process. If all products and services are not provided by one firm, firms are expected to partner to submit a joint proposal. Following contract negotiations, the primary contractor will be the prime point of contact for the project, and once the ERP system



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is implemented, the City will consider the primary software firm the single point of contact for service-related issues.

- 1.7.7** All third-party solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated. The software firm will serve as the primary contact for all work related to this RFP and the procurement process.
- 1.7.8** The City expects to enter separate agreements for software and professional services (if implementation firm is different from the software firm). If the City is not satisfied with the qualifications, cost, or experience of the implementation firm or any third-party solution, it reserves the right to request that the software firm implement its own software or propose a new implementation firm. If the City is not satisfied with the quality or experience of the implementation firms being proposed, the City also reserves the right to select the software product as the only part of this procurement, and to issue another RFP for implementation services. All firms submitting proposals, by virtue of doing so, are recognizing that the City retains this option.

### EXCEPTIONS

- 1.7.9** The software firm must be the entity providing the responses to the functional requirements. If the implementation firm disagrees with how a software firm expects to meet a specific requirement, it should use the comment field (or a separate document, if necessary) to note the disagreement. Both the software and implementation firm(s) will be required to warrant the license and services agreement to the requirement responses.
- 1.7.10** This RFP, its general provisions, and the terms and conditions of this contract shall be incorporated in any Agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments, shall control unless the Agreement expressly provides otherwise.

### PRICING

- 1.7.11** In the event that a software firm submits multiple proposals using different implementation firms, it must keep its pricing and responses to the functional requirements the same across all of the proposals. It is the responsibility of the software firm to ensure that pricing and responses are represented in the exact same manner in all proposals. Proposals with variance among the software Vendor(s) submitted pricing or requirements responses may be eliminated from further consideration at the discretion of the City.
- 1.7.12** Pricing must be submitted on a “not-to-exceed” basis. For implementation services under a not-to-exceed arrangement, the City compensates the Vendor(s) on the basis of major deliverables to be identified in the development of the statement of work. If there is a “residual” amount at the end of the project (the difference between total implementation contract amount and actual total costs), the City will retain the difference by not spending the funds. In contrast, if the implementation cost ceiling is exceeded, the Vendor(s) must finish the work at no additional compensation, unless the City does not meet specific assumptions outlined in the proposal. Vendor(s) must provide all work effort needed to meet the detailed functional requirements as part of



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their proposal on “Attachment 6: Cost”. Finally, the City reserves the right to ask Vendor(s) to resubmit proposal pricing on either a fixed fee basis or a combination of fixed and not-to-exceed basis. All firms submitting proposals are encouraged to submit the most competitive proposal possible as the failure to do so may lead to elimination prior to software demonstrations.

### REJECTION

- 1.7.13** The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City’s best interest.
- 1.7.14** When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and/or electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration.
- 1.7.15** If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
- 1.7.16** In the event that funds are not available or terminated, no contract resulting from this RFP will be executed.
- 1.7.17** Issuance of this RFP in no way constitutes a commitment by the City of North Platte to award a contract.

### 1.8 INQUIRIES

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues, are to be directed to:

Director Information Systems  
City of North Platte  
211 W 3rd St.  
North Platte, NE 69101

Email: [greenlr@ci.north-platte.ne.us](mailto:greenlr@ci.north-platte.ne.us) Phone: 308-535-6724 ext 3127

All questions concerning the RFP must reference the RFP page number, section heading, and paragraph. The question(s) must be concisely stated and numbered in sequential order. All questions regarding this RFP must be received no later than Monday, August 17, 2015. Answers will be posted on the City’s website by August 24, 2015 at <http://www.ci.north-platte.ne.us/government/city-projects/erp-rfp/>. Questions and responses affecting the content of this RFP will be provided to all Vendors by posting on the City’s website.

If any Vendor(s) planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the true meaning of a particular requirement, a request for clarification or correction must be submitted to the contact listed herein. Such requests must be delivered, prior to the pre-proposal question deadline as indicated.

Vendors are directed specifically **NOT** to contact any City staff other than specified personnel identified in this RFP, for meetings, conferences, or technical discussions related to the RFP. Unauthorized contact



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of any personnel may be cause for rejection of the Vendor(s) RFP response. The decision to select a proposal is solely that of the City.

The Vendor(s) submitting the questions/requests will be responsible for its prompt delivery. Any change in the RFP will be made only by written addendum, duly issued by the City as posted on the website referenced herein. It is the Vendor's responsibility to ensure that this website is reviewed for RFP changes prior to the deadlines for submission of the RFP. The City will not be responsible for any other explanations or interpretations.

### 1.9 DISCOVERY PHASE

The City may conduct discussions with any Vendor(s) who submits a proposal. Vendor(s) must be available for a presentation to the City on specific dates if selected for software demonstrations and/or discovery (pre-contract negotiations).

Short-listed Vendor(s) will be required to provide a comprehensive demonstration. In addition, the Vendor(s) will be required to provide a list of sites installed in the last five years. The City reserves the right to visit a minimum of one installed site and to contact any or all sites for reference and experience.

During the demonstrations, Vendor(s) will be expected to show the City the latest version of their systems. Demonstrations will be evaluated on the product's perceived ease of use and the Vendor(s) overall use of current technology.

For Vendor(s) requested to provide site visits, the City prefers the site selected be similar to the size and software required by the City. Site visits will be evaluated on the basis of perceived client satisfaction and how well the software appears to match the Vendor(s) representations in the RFP and during the on-site demonstration.

Vendor(s) elevated to the subsequent phases of the selection process have the opportunity to learn more about the City's needs during software demonstrations and/or discovery sessions. Assumptions used for pricing purposes can be discussed and clarified during the Vendor's demonstrations and site visits.

At the City's discretion, Vendor(s) (and their subcontractors) may be invited to make a presentation to City staff members on the matters addressed in this RFP. In addition, Vendor(s) may be required to make one or more appearances at City Council meetings to answer questions or make a presentation. Any and all costs associated with this process will be the sole and exclusive responsibility of the Vendor(s).

### 1.10 TENTATIVE PROCUREMENT SCHEDULE

The City has carefully considered its needs and devised the following schedule of RFP activities. It is the City's intention to select Vendor(s) by April 2016, and to begin implementation activities by May 2016.

**Table 1.2 Tentative Procurement Schedule**

Date	Description
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## City of North Platte, NE Request for Proposals Enterprise Resource Planning (ERP) System and Implementation Services

Aug 10, 2015	RFP Released by the City
Aug 17, 2015	Last Day Vendor(s) Questions Accepted Regarding Proposal
Aug 24th, 2015	Responses to Vendor(s) Questions Published on City Website
Sep 24th, 2015	Proposals Due – 1700 Central Time
Sep 24th - Nov 13th, 2015	Clarify, Review, Rate Proposals
Nov 20th , 2015	Select Two Vendor(s) Elevated for Software Demonstrations
Nov 21st - Dec 18th, 2015	Software Demonstration (Top two choices)
Jan 29th, 2016	Discovery Sessions Completed for Vendor(s) (Reference checks, visit other Cities where software is being used, talk with previous conversion clients, etc...)
Feb 29th, 2016	The City Identifies the Final Vendor for Contract Negotiations
Mar 29th, 2016	Complete Negotiations and Statement of Work with Finalist
April, 2016	Council Approval of Contract

**1.10.1** Software demonstrations will be held on site at the City’s facilities and cover all functional areas listed in this RFP. Vendor(s) demonstrations are an integral part of the selection process.

**1.10.2** Discovery sessions will consist of additional software demonstrations as well as a more detailed discussion of implementation methodology and specific proposed roles during implementation. Discovery sessions are also considered “pre-negotiations” and will include a discussion of proposed contract terms and conditions.

### **1.11 EVALUATION CRITERIA**

The City will review all proposals received as part of a documented evaluation process. For each decision point in the process, the City will evaluate Vendors according to specific criteria and will then elevate a certain number of Vendors to compete in the next level. Vendors not elevated may be elevated at a later date.

The sole purpose of the proposal evaluation process is to determine which solution best meets the City’s needs. The evaluation process is not meant to imply that one Vendor is superior to any other, but rather that the selected Vendor(s) can provide the best solution for the City’s current and future needs based on the information available and the City’s best efforts of determination.



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The proposal evaluation criteria should be viewed as standards that measure how well the Vendor's approach meets the desired requirements and needs of the City. The criteria that will be used to evaluate proposals may include, but are not limited to, the following:

- 1.11.1 Ability to meet the City's desired functional and technical requirements
- 1.11.2 Compatibility with current and future technological infrastructure
- 1.11.3 Public sector experience and qualifications of proposed staff
- 1.11.4 Compatibility with the City's proposed contract terms and conditions
- 1.11.5 Quality, clarity and responsiveness of proposal in conformance with instructions
- 1.11.6 Cost and quality of software/implementation services
- 1.11.7 The total cost of the proposal solution and ongoing costs
- 1.11.8 System maintenance, updating and ongoing technical support
- 1.11.9 Vendor's financial stability
- 1.11.10 The capacity and flexibility of the Vendor(s) to perform the contract in a timely manner and on budget
- 1.11.11 Demonstrated performance of the proposed system elsewhere in the public sector, as verified by client references and or site visits
- 1.11.12 Adequate staff to allocate to the project with applicable backgrounds and experience
- 1.11.13 Technical approach and quality: Vendor(s) understands project requirements, and the proposed methodology and management plan for the project
- 1.11.14 On site demonstrations
- 1.11.15 Proposed installation, implementation strategy and training plans
- 1.11.16 The proven ability of the Vendor(s) to provide good technical support

The City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list.

### 1.12 REVISION TO THE RFP

The City reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be posted to the City's website at <http://www.ci.north-platte.ne.us/government/city-projects/erp-rfp/>. The City reserves the right to extend the date by which the proposals are due. This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review.

The City reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels this RFP, all Vendors will be responsible for checking for this information on the City's Website <http://www.ci.north-platte.ne.us/government/city-projects/erp-rfp/>.

The City reserves the right to request additional information and/or clarifications from any or all Vendors to this RFP.

### 1.13 PROJECT GOVERNANCE AND EVALUATION STRUCTURE

An Evaluation Team, consisting of City of North Platte department representatives, will be responsible for tasks such as reviewing and evaluating all received proposals, participating in meetings to discuss or



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clarify responses, attending software demonstrations and any other evaluation task that may be required, such as site visits. The evaluators will consider how well the Vendor’s proposed solution meets the needs of the City. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

The evaluation process is not designed to award the contract to the lowest cost Vendor(s). Rather, it is intended to help the City select the Vendor(s) with the best responsive and responsible combination of attributes, including price, based on the selection criteria. The award will be given to one or more responsible Vendor(s) qualified, by demonstrated experience, to perform the services specified herein.

The City reserves the right to negotiate with the Vendor(s) selected in the evaluation process for this RFP to acquire the best combination of functional areas (software applications) and level of implementation assistance that best meets its needs within any limitations of available funding. The City reserves the right to award contracts for products or for other services to more than one Vendor, if that is most advantageous to the City of North Platte. The City specifically reserves the right to buy items or services offered on a line item basis from any Vendor(s) (i.e., Payroll from one Vendor and Cashiering from another). In order to facilitate the integration of multiple Vendor applications, Vendors must be willing to cooperate with other Vendors by supplying interface information: file layouts, etc. The responses will be ranked to determine the highest scores. The City reserves the right to require that Vendor(s) make a presentation, provide a scripted on site demonstration or submit further clarification to the Evaluation Team. Discussions and negotiations may take place with Vendor(s) to ensure clarification and to obtain the best and final offer.

The Evaluation Team is responsible for making the award recommendation to the City Council – the final decision-making body. The decision to select software and services suppliers is solely that of the City. All proposals submitted shall be valid for a period of 365 calendar days from the date of proposal receipt.

### 1.14 OVERVIEW OF THE EVALUATION PROCESS

Submitted proposals will be evaluated by the Evaluation Team. During the evaluation process, the City reserves the right, where it may serve the best interest of the City, to request additional information or clarification from firms submitting proposals. At the discretion of the City, firms submitting proposals may be asked to make oral presentations or demonstrations as part of the evaluation process.

**Table 1.4 Proposal Selection Steps**

Level	Description	Maximum Number of Vendor(s)
Level 1	Ability to meet base submittal requirements	NA
Level 2	Detailed proposal evaluation	NA
Level 3	Software demonstrations, reference checks, and implementation Vendor(s) interviews	Two (2)
Level 4	Discovery sessions & software demonstrations, customer site visits	Two (2)



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**Table 1.4 Proposal Selection Steps**

Level	Description	Maximum Number of Vendor(s)
Level 5	Final contract negotiations	One (1)

The City will use a competitive process based upon elevating a certain number of Vendors to compete against each other at different levels (stages) of the process (see Table 1.14). The City recognizes that if Vendor(s) fails to meet expectations during any part of the process, the City reserves the right to proceed with the remaining Vendor(s) or to elevate Vendor(s) that were not elevated before.

### **REJECTION**

**1.14.1** The City reserves the right to reject any or all proposals for any reason and then seek new proposals or take other action.

### **CONFIDENTIALITY**

**1.14.2** The opening will acknowledge receipt of the proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award. To protect any confidential information contained in their proposal, Vendor(s) must invoke the exemptions to disclosure provided by law in response to the RFP, must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Failure by the bidder to strictly comply with the requirements of state law on the protection of confidential and/or trade secret information may result in disclosure of such information.

**1.14.3** The Vendor(s) and its agents shall treat as confidential, all data and information gathered, including this RFP and all reports, recommendations, specifications, and data. The Vendor(s) and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the City. The City recognizes some of the material received from the Vendor(s) may be confidential and agrees not to disclose or communicate any such material outside of that disclosure or communication needed to fulfill the normal business of the City or mandated under statute/administrative code. Vendor(s) must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information.

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



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### 2.0 Detailed Submittal Requirements

#### 2.1 PROPOSAL SUBMISSION INSTRUCTIONS

The Proposal must be received **no later than 5:00 p.m. (CST) on Sep 24<sup>th</sup>, 2015** at the following address:

City of North Platte  
City Hall  
211 West 3<sup>rd</sup> Street  
North Platte, Ne 69101  
Phone: 308-535-6724  
[greenlr@ci.north-platte.ne.us](mailto:greenlr@ci.north-platte.ne.us)

Proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package:

- Name of responder
- Project title: “Software and Implementation Services for Enterprise Resource Planning (ERP) System”

Failure to comply with the requirements of this RFP may result in disqualification.

Please note the following as part of the submittal process:

- 2.1.1** Submission of the proposal by the Vendor(s) constitutes acceptance by the Vendor(s) of terms, conditions, and requirements set forth herein.
- 2.1.2** Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. Exceptions to the RFP will not automatically eliminate the proposal.
- 2.1.3** Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the City.
- 2.1.4** Vendor(s) are required to submit (1) hard copy of the technical and price proposals and one electronic (1) copy of the technical and price proposals. Hard copy must include submittal letter signed by authorized agent of the Vendor(s) which clearly identifies each firm involved in the proposal and appropriate contact information for each. Clearly identify all electronic media with your business name and address.
- 2.1.5** Use the Submittal Checklist “[Attachment 1: RFP Submittal Checklist](#),” to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.



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- 2.1.6** The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- 2.1.7** By submitting a proposal, the Vendor(s) will be providing a guarantee to the City that, if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP.
- 2.1.8** There is no expressed or implied obligation for the City to reimburse Vendor(s) for any expenses incurred in preparing proposals in response to this RFP or any expenses incurred by the Vendor(s) in providing a demonstration of its product in a place determined by the City.
- 2.1.9** Any deviation from this requirement may result in your proposal being considered non-responsive, thus eliminating your company from further consideration.
- 2.1.10** Interested parties assume all responsibility for sending and confirming receipt of proposals. We encourage you to submit proposals several days in advance, due to our location, and confirm that your document has been received. Late proposals will not be considered and will be returned unopened.

### **2.2 RFP AMENDMENTS**

If it becomes evident that this RFP must be amended, the City will issue a formal written amendment and post to the City's Website: <http://www.ci.north-platte.ne.us/government/city-projects/erp-rfp/>

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

#### **2.2.1 INTRODUCTION**

The Title Page must show the RFP number, subject, name of the Vendor(s), address, telephone number, email address and the date. Letter of Transmittal, executed by an authorized representative, and Table of Contents must also be included.

#### **2.2.2 EXECUTIVE SUMMARY**

This part of the response to the RFP should be limited to a brief narrative highlighting the Vendor(s) proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations and should not be longer than one page.

#### **2.2.3 VENDOR(S) BACKGROUND/STAFF BIOS**

Vendor(s) must provide the information in "Attachment 8: Company Background" so that the City can evaluate the Vendor's financial stability track record and its ability to support the commitments set forth in response to the RFP. Complete "Attachment 8: Company Background" for the software Vendor(s) and the third party implementation partners on a separate sheet, if different. The City, at its option, may require Vendor(s) to provide additional support and/or clarify requested information.



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The City seeks a meaningful, substantive, and long-term relationship with the selected software provider and realizes that a vital resource will be the Vendor's staff members. Please provide biographies of key staff members, including the company's president, client services manager, development manager, and project manager. The City also seeks biographies of staff members who will be involved with the City's implementation. Include key facts about each person, such as length of employment with the Vendor(s), job responsibilities, previous work experience, and certifications held.

### **2.2.4 CONTRACT TERMINATIONS/CLAIMS/LITIGATION**

If the Vendor(s) had a contract terminated for default during the past five years, all such incidents must be described on "[Attachment 8: Company Background](#)." Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated and such litigation determined the Vendor(s) to be in default.

Submit full details of all terminations for default experienced by the Vendor(s) during the past five years, including the other party's name, address, telephone number and email address. Present the Vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Vendor's proposal if the facts indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Vendor(s).

If no such terminations for default have been experienced by the Vendor(s) in the past five years, specifically, so state in the attachment.

If the Vendor(s) had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe, in detail, all such terminations, including the name, address, telephone number and email address of the other contracting party.

A Vendors response that indicates that the requested information will only be provided if and when the Vendors is selected is not acceptable. Restricting the Vendors response to include only legal action resulting from terminations for default is not acceptable.

### **2.2.5 CLIENT REFERENCES**

Vendor(s) should provide at least three (3) municipal government client references which are similar in size and complexity to the City of North Platte, and have utilized the proposed system successfully for at least two (2) years in a comparable computing environment. Additionally, references should be utilizing a recent version of the proposed software. Regional clients are preferred, but the City understands this may be difficult, and inability to provide regional clients will NOT impact any evaluation of the proposal. Please inform references that they might be contacted by the City of North Platte. Submit references for fully completed installations only by filling out "[Attachment 2: Software Reference Form](#)" for each reference submitted. The City will not work through a Vendors reference manager to complete a reference. The names, phone numbers and email addresses of the project manager or person with broad knowledge of the project must be listed for each reference. Failure to provide this information may result in the Vendor(s) not being elevated to software demonstrations.



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### 2.2.5.1 IMPLEMENTATION

**Implementation Firms:** Using the forms attached to this RFP as “Attachment 3: Implementation Services Reference Form,” implementation firms are also expected to provide three (3) public sector references (unless already included in the references for software firms) in which they served as the prime implementer (not a sub-contractor) for past clients who were implementing the proposed software with a comparable scope. References should be for fully completed (live) installations. Please inform references that they might be contacted by the City.

### 2.2.5.2 THIRD PARTY SOFTWARE REFERENCES

**Third-Party Software Firms:** Using the forms attached to this RFP as “Attachment 4: Third Party Software Reference Form,” third-party software Vendors or implementation firms providing products or services as part of this RFP should provide at least three (3) public sector client references. Ideally, references should be similar in size to the City and have a similar implementation scope. Please inform references that they might be contacted by the City.

### 2.2.6 PROPOSED APPLICATION SOFTWARE SOLUTION

Please provide a separate written explanation as to how the proposed solution addresses the requirements described in this RFP. Please reference section numbers in this RFP in your proposal for ease of reference.

Responses should address all items identified in “Attachment 5: Requirements – Frameworks,” as well as other optional features recommended by the Vendor(s). The Vendor(s) should highlight features and capabilities that support the strength of the proposed solution. If you do not have offerings for all required and optional applications, clearly indicate which components you are proposing and which components you are missing.

- a. Please describe the level of modular integration that exists between proposed modules of the base software. Are modules fully integrated?
- b. Please describe the level of integration that exists between proposed third-party products and the base software. For example, do the third-party applications share security definitions and similar menu structures?
- c. Please describe workflow tools included in the software.
- d. Please describe any integration to Microsoft Office Products (upload/download from/to Excel, etc.).
- e. Please provide a short narrative history of your application development and a description of any recent changes you have implemented.
- f. How can the City customize the software directly?



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- g. How can the Vendor(s) customize the software for the City?
- h. List and describe all proposed modules. Vendor(s) must explicitly state the software module name and versions that are proposed as part of this ERP solution. All modules should be listed on "Attachment 6: Cost," and included in the price proposal.
- i. Complete "Attachment 10: Technical Specifications."

### 2.2.6.1 THIRD PARTY APPLICATIONS

What are the proposed third-party applications? The Vendor(s) shall explicitly state the name of any third-party products that are part of the proposed solution to the City or any third-party firms providing services for implementation, training, or other services. For each third-party product or service provider there should be a statement about whether the Vendor(s) contract will/will not encompass the third-party product/service and/or whether the City will have to contract on its own for the product.

The Vendor(s) should also provide written proof that it has approved access to the third-party software source code (owned or in escrow) and that the Vendor(s) has the ability to provide long-term support for the third-party software components of its system.

### 2.2.6.2 COMPLETED FRAMEWORKS

Responses to the requirements listed in "Attachment 5: Requirements – Frameworks" to this RFP must be provided in this section of the proposal. The City encourages Vendor(s) to attach an addendum to this section detailing any software features the Vendor(s) believes that the City would benefit from but that were not specifically requested.

- a. Functional requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. **Failure to provide some functional requirements or excluding some functional requirements will not eliminate the Vendor(s) from contention.** The City will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.

### 2.2.6.3 SAMPLE DOCUMENTS

Vendor(s) should include sample copies of the following documents. Although they are sample forms, the documents must contain all material terms so that the City can fairly evaluate the Vendor(s) forms.

- a. Sample software licensing agreement
- b. Sample maintenance agreement
- c. Sample contract
- d. Sample standard reports
- e. Sample documentation (user guides, training materials, etc.)
- f. Sample implementation project plan



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- g. Sample agreements proposed from third party Vendor(s), if the City will be required to contract with them directly
- h. Sample standard contract
- i. A selection of screen shots showing, at a minimum, the following:
  - 1. Entry screen to the system
  - 2. Menu screen
  - 3. Journal entry screen
  - 4. Report initiation screen
  - 5. New employee entry screen

### 2.3.7 RECOMMENDED HARDWARE AND OPERATING SYSTEM REQUIREMENTS

The Vendor(s) must present, in detail, the recommended hardware environment required to utilize the proposed software. List any additional Vendor(s) software products required to support your proposed application software. Also disclose what percentage of your current customers use the recommended platform.

If an onsite system is proposed, the Vendor(s) must propose and install the software required to support the applications installed.

Workstations, printers or changes that may be required to support the new environment (i.e., electrical, upgrades to the existing network, etc.) will be the responsibility of the City.

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).

### 2.3.8 MAINTENANCE, SUPPORT SERVICES, AND ENHANCEMENTS

The Vendor(s) must be cognizant that the City resides in the Central Standard Time zone and be able to provide knowledgeable and timely product support for this area. The Vendor(s) will be responsible for providing ongoing user and technical support during the City of North Platte’s normal business hours which are 8:00 a.m. – 5:00 p.m. Central Standard Time, Monday through Friday, with after-hour emergency support available. The support must be available in a variety of areas including, but not limited to, installing and configuring product updates as they become available, addressing product inquiries and product errors in a timely manner, and providing documentation for product upgrades and using client feedback to determine product enhancement priorities. Complete “Attachment 9: Maintenance and Support,” and include a copy of a Support Level Agreement (SLA), support and maintenance contract and an internal support staffing plan.

The City is interested in a five (5) year commitment from Vendor(s) in a maintenance agreement with price increases capped at the CPI index. Provide price information on “Attachment 6: Cost.”

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



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- a. Phone and web-based help, including the hours available
- b. Tracking system for ensuring requests are promptly addressed
- c. Any special support plans
- 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

The Vendor(s) must define any service level options and/or disclose which services are included in the annual maintenance fees and which are optional.

The Vendor(s) must also disclose how it solicits feedback from its customers and incorporates the information into the software. Also describe the testing process for patches, updates, and releases.

### **2.3.9 PROJECT COSTS** “Attachment 6: Cost”

Provide a fixed price proposal to perform or cause to be performed all requirements described in this RFP, within the time specified by the initial project implementation plan. Vendor(s) shall set forth its fixed price, along with all alternates and exceptions, if any, on “Attachment 6: Cost.” Pricing should be broken down so that the City can see the actual cost for the separate tasks and deliverables listed in the project plan. If there are other project costs, exceptions, exclusions or alternates not accommodated in this spreadsheet, please provide further explanation on a separate page, including how those other project costs, exceptions, exclusions or alternates affect the project price. By submitting this cost proposal, Vendor(s) 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, Vendor(s) will fully satisfy the requirements of this RFP at the price stated.

Vendor(s) should submit price proposal in “Attachment 6: Cost” to this RFP. **Do not cite price anywhere else in the proposal in order to prevent evaluators from viewing this information.** The City’s Evaluation Team will review price after evaluating the non-price information in the proposal and prior to selecting the two Vendors for software evaluations.

- a. The City reserves the right to contact Vendor(s) on price and scope clarification at any time throughout the selection and negotiation process.
- b. “Attachment 6: Cost” should include total price for all software, services, and additional costs to acquire all software and services referenced in the proposal **including third-party prices**. If third-party products or services are included, do not provide separate versions of “Attachment 6: Cost” for each third-party product, they should already be included as part of the overall cost.
- c. Do **NOT** use “To Be Determined” or similar annotations in the cells for cost estimates. The City is asking Vendor(s) to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Vendor(s) may submit additional pricing



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sheets as an addendum to the cost template; however the cost template **MUST** be completed.

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. Please provide as much detail as possible.

### **2.3.9.1 CATEGORIES**

Each Vendor's cost proposal should include the following key categories:

- a. License fees for each application and supporting programs (reporting programs, etc.)
- b. Training fees for each application and supporting programs (reporting programs, etc.)
- c. Hardware and system software
- d. Implementation services divided into:
  1. Project management
  2. Technical services
  3. Parallel testing/production user assistance
  4. Data conversion
  5. System staging
  6. Onsite installation and technical staff training
- d. Annual maintenance fees

### **2.3.10 SYSTEM PROCUREMENT OPTIONS**

The City of North Platte will only consider purchase options for procuring the system. In the proposal, include the approach, along with installment payment options that your company can accommodate with sample contracts. Identify the benefits to the City offered by your recommended acquisition method. The City would like to consider the outright purchase and time-payment purchase options that are available.

### **2.3.11 HOSTED OPTIONS**

Provide information and prices in "[Attachment 6: Cost](#)" about any hosted solutions that are offered (i.e. Software as a Service (SaaS) or Application Service Provider (ASP)). Indicate whether or not disaster recovery services are included, and uptime guarantees.

### **2.3.12 INTERNAL SECURITY CONTROLS**

Describe how internal controls are followed and data secured during the conversion process. Internal controls refer to a means by which an organization's resources are directed, monitored, and measured. It plays an important role in detecting and preventing security breaches.

Vendor(s) must have check lists for tying key system reports for validation.

### **2.3.13 DATABASE CONVERSION SERVICES**

The system must be able to utilize accumulated data from the systems currently in place. The migration path from the existing systems must include any necessary data conversion and



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importation from current systems to provide historical views for as much data as exists in the current Linux based Informix Database.

The Vendor(s) shall be responsible for the accurate documentation of the current location, file, field and library names for the data, which will be necessary to populate the Licensed Application Software. This is based on the information supplied to the Vendor(s) by the City's Subject Matter Experts (SMEs) in each department. This task will be performed for all applications prior to the data conversion. The Vendor(s) will be responsible for the accurate conversion of the City's current data in machine-readable form from the Informix DB, Microsoft Excel and Microsoft Access databases to a current database format, as required by the Licensed Application Software. The Vendor(s) will be responsible for writing and executing all the necessary conversion programs subject to final approval by the City. The City shall make all necessary data available to the Vendor(s) to perform this data conversion effort.

Provide pricing for this in "Attachment 6: Cost."

### **2.3.14 DATA MODELING AND REPORTING**

**The City seeks to partner with a company that realizes the importance of accurate, easy to use, and well-developed reports. The City desires an integrated and intuitive reporting solution**, one that includes quickly querying application databases and developing customer reports. 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, PDF, HTML 5 etc...).

System users expect advanced reporting with analysis capabilities. The system must include extensive system generated reports and easy-to-use ad hoc report writing capabilities. These include integration with Microsoft Excel, Adobe Acrobat and Microsoft Word. The system must be able to perform multidimensional analysis on financial data and have the ability to easily create data marts/data warehouses (repositories of data designed to facilitate reporting and analysis.) In essence, the data warehousing concept is intended to provide an architectural model for the flow of data from operational systems to decision support environments.

The reporting and modeling capabilities of the system should include, but not necessarily be limited to, financial analysis, budget forecasting, monitoring, retrieval of historical data, pre-scheduled reporting and graphical representations of data and reports. They should also electronically deliver reports to individuals throughout the organization, and print professional checks, pay stubs, and invoices.

Please also provide a short description about how your company's reporting solution can help us meet our reporting requirements and develop Comprehensive Annual Financial Reporting statements. Finally, we desire a reporting program that helps us systemize and speed the development of reports for our elected decision makers and management-level employees. Describe how your organization's reporting package can support these efforts.

### **2.3.15 WEB-BASED INTERFACES**



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Applications should be made available via a web-based interface, providing users with simplified (yet secure) access and minimizing desktop application and upgrade issues.

Identify which applications that are being proposed include web-based interfaces.

### **2.3.16 MOBILE DEVICE INTERFACES**

Identify which mobile devices will interface with proposed software and if they can be used wirelessly or must be manually synced.

### **2.3.17 DATA WAREHOUSE**

Explain the existing process or additional software needed to extract data and load into a data warehouse.

### **2.3.18 VIRTUALIZATION**

Explain whether or not the proposed system is capable of running in a virtualized environment and how many clients have this implemented.

### **2.3.19 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 1.4, including the order they would be implemented in, how they would be grouped and why. Also explain what level of redundant data entry processes would be necessary during a phased implementation and the potential impact on staff resources.

With a phased approach, newly implemented applications will also be required to interface with legacy applications that have not yet been converted. Describe how this would be handled.

### **2.3.20 ACCEPTANCE TESTING**

Describe your methodology for acceptance testing and the criteria to be used for final system acceptance (after installation, testing and go-live).

Once the hardware and Application Software have been delivered, installed, and configured, and the Vendor(s) has converted any relevant City data and trained the designated City resources to operate the basic components of the Licensed Application Software, the Testing Period can begin. During the Testing Period, the City will test all delivered software by executing any or all of the features as required by the Contract, Attachments, Proposals and change orders to ensure that all the Licensed Application Software is fully functional.

During this time, the Vendor(s) will provide access (at no additional charge) to a qualified technician either on site or via telephone. This technician will have full access rights to the City's database server (regardless of the location) as well as the ability to remotely access the server, if necessary, to assist the City in the testing of these applications.



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If any part of the Licensed Application Software and integrated subsystems should fail (i.e. not perform according to the function and feature required), the City may designate that portion as a Project for completion at a later date and apply other remedies as may be available. If one or more portions of the Licensed Application Software are designated for later completion, the Vendor(s) shall proceed with completion of all other functional portions of the Licensed Application Software.

After “go-live,” a list of remaining issues will be compiled. Final acceptance will take place after these non-conforming elements are corrected, except for minor or inconsequential problems as determined by the project team.

### **2.3.21 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.

For a hosted model, describe the encryption used in the proposed product. The Vendor(s) 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. Include whether or not it integrates with Microsoft’s Active Directory.

### **2.3.22 IMPLEMENTATION PLAN**

Project Management services are a critical component of this project as City resources are minimal and reasonable help from the Vendor(s) will be required in order to successfully implement this system. To ensure the project remains on time and within budget, the City requires the selected Vendor(s) to assign a Project Manager to oversee the entire implementation project. This person works with our staff to ensure the project is executed on time and within budget. The Vendor(s) Project Manager, for example, must be on site as often as may be necessary to effectively and efficiently coordinate Vendor(s) resources. Staff utilized by the Vendor(s) must have sufficient expertise in the applications they install and/or train so as to be highly effective in their respective tasks. Work performed unsatisfactorily will be repeated by the Vendor(s) until successful at no additional charge to the City. The Vendor(s) will design a weekly progress status report form covering the period of time between contract signing and Letter of Completion. The progress report must include current progress against the project plan, itemize the activities accomplished since the previous progress report, the specific activities planned for the following week and any problems which have occurred or are anticipated. The form’s design and adequacy will be subject to City approval. Progress reports will be prepared weekly prior to Letter of Completion by the Vendor(s) and sent via email to the City's Project Manager. Meetings



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will be held weekly with the City's Project Manager and Vendor(s) Project Manager to discuss the report and any other issues that arise. Progress reports will be discontinued when the City, in its sole judgment, deems the project to be complete and in conformance with the contract documents.

Vendors must provide a proposed project implementation plan, including an activity by activity critical path calendar day project schedule in Microsoft Project, including logic ties to each activity. This section should address all key phases including, but not limited to, project planning, installation, configuration, data conversion, testing, rollout and support. This implementation plan **MUST** include:

- a. The critical path schedule, including a description of each proposed phase, milestone and associated deliverable
- b. Contract time in calendar days from Notice to Proceed to expected Notice of Completion
- c. Deliverable due dates
- d. Critical meetings
- e. Detailed tasks
- f. Proposed phases
- g. An overview of services proposed for analyzing the City's existing business processes and how they will translate into the proposed system
- 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(s) staff assignments and proposed labor hours for all tasks
- o. A Gantt chart showing the beginning and end dates for all tasks
- p. Project dependencies
- q. Periods of unavailability
- r. Level of expertise required of City staff for conversion, implementation, system configuration and maintenance
- s. Recommendations for assembling a City project team (i.e. the number of staff, the background requirements, frequency of meetings, the member's roles and responsibilities)
- t. Communication plan, including a project meeting schedule
- u. If the City were to pursue a hosted solution, please describe any differences to the implementation plan

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 should be added to "Attachment 6: Cost."

Provide an overview of services proposed and any standards those functions follow.



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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. Please provide the hourly rate for implementation consultants.

Note: The City acknowledges that it does not possess the staffing necessary to complete the entire installation alone. The Vendor(s) shall work in conjunction with the City's employees. The City will assign a Project Manager to work with the Vendor(s) Project Manager throughout the installation.

### **2.3.23 TRAINING AND DOCUMENTATION**

The City seeks comprehensive installation and training services. It is the City's intention that the selected Vendor(s) shall provide project management, technical installation expertise, and training to help alleviate employee stress and speed employee acceptance and usage of the new system.

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 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(s) will be required to return and provide advanced training for both end users and system administrators approximately ninety (90) days after final system acceptance.

Trainers shall be experienced and knowledgeable in the specific Application Software they are teaching and familiar with the procedures in similar environments to the City. Furthermore, the Vendor(s) shall provide a comprehensive course outline for each training session at least three (3) weeks prior to the start of the session showing the course outline, who should attend, and expected outcomes.

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. When the Vendor(s) receives notification that a particular training session was ineffective because of the qualifications or techniques of the trainer, 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 **MUST** include:

- a. Overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on site and off site training, web training services for the core project team, end users, and technology personnel.



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- b. Describe the role of City and Vendor(s) staff for training including the design and implementation of the training plan, development of training materials, and level of assistance with training.
- c. Complete “Attachment 6: Cost,” with information regarding training courses and price for training.
- d. Provide descriptions of classes/courses proposed in the training plan. (The Vendor(s) 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(s) must be very clear about exactly what training courses are included in the cost of the proposal and for whom (i.e., HR, Finance, etc.).
- e. Provide options for ongoing training. Please indicate locations, frequencies, topics, and budget estimates for ongoing training.

The City believes that thorough training is necessary to the success of the system. In addition, the Vendor(s) must deliver at least five pages of a sample software manual for the City’s review.

### **2.3.24 SOFTWARE LICENSE FEES**

The City is interested in a site license for all Vendor(s) Application Software; however, costs may be excessive for this option, requiring the City to consider either per user licensing or concurrent user licensing.

“Attachment 7: System Users” allows Vendor(s) to identify and calculate software licensing and related costs for each software application proposed. Please include pricing for all items including, but not limited to, all database server licenses, client licenses, web licenses, report generators, third-party software (if any) and any add-ons or toolkits that may be required to facilitate full use of the system proposed. Provide this pricing in “Attachment 6: Cost.”

Please be sure to include pricing for all three licensing options (per user, concurrent user and site license), if available.

### **2.3.25 EXCEPTIONS AND ALTERNATES**

All requested information in this RFP must be supplied. Vendor(s) may take exception or propose alternates to certain requirements in this RFP. Any exception and/or alternate shall be clearly identified on “Attachment 12: Exceptions and Alternates,” and shall include the scope of the exceptions, the ramifications of the exceptions for the City, and the description of the advantages or disadvantages to the City as a result of exceptions. The City will only recognize exceptions stated on this form. All exceptions and/or alternates are to be identified on this form, including exceptions and/or alternates to contract terms and conditions. The City, at its sole discretion, may reject any exceptions and/or alternates or specifications within the proposal.

### **2.3.26 DATA IMPORT/EXPORT FACILITY**

The system must permit the import and export of information to and from other systems (i.e. if a phased approach is taken, the data would need to be sent and extracted from the current system,



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Harris Select on a Linux OS based IBM Informix database, and to interface with legacy systems that have not yet been converted). This would enable reports and queries to be run against this data.

Explain the capabilities your system provides in terms of integration and export capabilities to third-party products such as Microsoft Excel, Adobe Acrobat or Microsoft Word, whether those export capabilities are built into the system and whether additional licensing, training and support costs are involved in the export of data from the system proposed to third-party software applications.

### **2.3.27 PRIME CONTRACTOR RESPONSIBILITIES**

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. Vendor(s) understands that the City is a third-party beneficiary of the efforts of its subcontractors, vendors, employees and agents. Vendor(s) must clearly identify the responsibilities of each subcontractor, vendors and agent that Vendor(s) intends to employ to accomplish the project. The Prime Contractor must assume full responsibility for delivery, installation, software performance and implementation of their services. The City will consider the Prime Contractor to be the sole point of contact with regard to contractual matters including the performance of services and the payment of any and all charges resulting from the lease or purchase of software and for services performed.

If the City decides to employ multiple agreements for different system components (including for hardware maintenance, application software maintenance, etc.), Vendor(s) agrees to reasonably cooperate with all other contractors and vendors in order to accomplish proper system integration.

### **2.3.28 AUDITED FINANCIAL STATEMENTS**

Vendor(s) must provide the most recent audited financial statements for the software Vendor(s) and the software implementation partner, if different (i.e., annual sales, profitability, etc.), an example of a standard purchase and licensing agreement, an example of a standard software warranty contract and a complete client list for implementations completed in the last eighteen (18) months.



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### 3.0 Current Environment

While it is difficult for the City to envision exactly who will use the system in what manner in an ERP environment, Vendor(s) should utilize the following initial estimates for pricing purposes. The descriptions below are for reference purposes only and are provided as guidelines. They are not intended to be comprehensive, nor limiting.

It is highly likely that some users will use multiple modules. For example, a Finance user may also use Fleet, Work Orders, and Accounts Receivable. The total number of users is likely to be approximately 150 with future growth, based upon employee self-service requirements. The breakdowns provided above are intended only to assist Vendor(s) in proposing the correct number of various types of licenses.

The majority of usage occurs between 6:00 a.m. and 6:00 p.m., Monday through Friday. There will, however, be times throughout the year when weekend and evening access is required. The Vendor(s) shall specifically indicate if there are times when the system cannot be accessed.

The City has approximately 367 employees and 392 PCs, Laptops and Tough Books. City employees are located at multiple locations, connected by various means including Fiber and Commercial ISP.

The City's standard network operating system is Windows Server 2008 Standard Edition with Active Directory and Outlook as the messaging system. The standard desktop operating system is Windows 7.

The data backbone is a mix of switched 100mb and gigabit.

The City's data center is configured as a limited access, controlled environment. The standard configuration is rack mounted Dell SANS virtualized hosts on VMWare in configurations with redundant power supplies, and Ethernet 1gb network interface cards. All servers are backed up on a regular schedule utilizing Veeam, and all have Trend Micro Antivirus.

The City's telephony system is an IWATSU VoIP solution supporting 300 phone sets. It includes voice mail and E911.

The following is a baseline of current City data:

- Total Lots: Approximately 20,000
- Active water meters: 9,638
- Active electric meters: 13,453
- Active solid waste accts: 8,568
- Active yard waste accts: 7,557
- Active fleet equipment: 224
- Building permits issued: 1,135
- Inspection/license issued: 5,668
- Planning applications/year: 133
- Code enforcement cases/year: 2,250



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### 3.1 LIKELY INTERFACES

Vendor(s) should evaluate the following list of likely interfaces. If the Vendor(s) agrees that it is unlikely that the functionality as described in the description column can be provided by the Vendor(s) software, the cost of an interface to these systems MUST be included in the cost of the proposal. If the interface cost does not include all of the following interfaces, Vendor(s) must be very specific about which are not included and provide a detailed explanation of how that functionality will be performed.

**Table 3.1 Likely Interfaces**

System	Description	Technology	Nature of Interface
Tritech Billing	Ambulance Billing System	SaaS	Web Based
XRMS	Police Dept. System	Server Based	Sql
FireHouse	Fire Dept. Tracking System	SaaS	Web Based
Phoenix AFC	Fuel Usage Tracking	Server-based	One-way to Work Orders
NorthStar Utilities	Utilities Billing Software	Server based	Bi-Directional to GL
Aphelion/Jonas Gym Soft	Gym Management Suite	Server/Cloud based	Incoming to GL

This table does not preclude the City from requesting additional interfaces on implementation.

A number of interfaces with external or legacy systems will be required for this project. Some will require a one-way interface; others will require a two-way interface. Some will require real-time query and update capabilities while others will require batch file capabilities (ODBC compliant) only. Each interface is listed above. Please note the type of interface in your proposal (i.e. whether each interface is a “standard” (already developed, installed and working successfully at other sites) or “custom” (new, not yet developed) interface.

The City acknowledges that there may be additional costs associated with interfaces that are difficult or time consuming to build. Therefore, for each interface listed, and where applicable, please identify the type of interface and integration currently in use by your customers with your proposed system and identify approximate costs the City will incur in “Attachment 6: Cost.” Include the costs to build any custom interfaces.

Under optional interface – please list any software that does interface.

### Required

Interface to Microsoft Office Professional - Requires the system proposed to be ODBC compliant. Vendor(s) must provide the tools and training necessary for staff to be able to effectively transfer data to/from the applications proposed to Microsoft Office applications for further use, evaluation and/or analysis of that data on an as needed basis.



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Interface to Adobe Acrobat - Requires the system proposed to be ODBC compliant. Vendor(s) must provide the tools and training necessary for staff to be able to effectively transfer data to/from Adobe Acrobat for further use, evaluation and/or analysis of that data on an as needed basis.

Interface to the City's e-mail System – The City uses Microsoft Exchange for email and calendars. The new software would interface with this system to add appointments to calendars when meetings and deadlines are setup in the new system. Also, emails should be sent from the software as reminders of appointments or project deadlines.

Interface to Phoenix AFC Fuel – This City currently uses Phoenix AFC fuel system. This tracks all fuel, hours, and mileage for all City equipment and must be able to integrate by download to new fleet system.

Interface to NorthStar Utilities – The City currently uses NorthStar Utilities billing software for Electric, Water, Sewage, and Refuse billing.

Aphelion/Jonas Fitness Software – The City currently uses Aphelion/Jonas Fitness Software for its Gym management suite.

Interface to Document Management (File Nexus) – The City uses File Nexus for its document management system. The new software must interface with this system to display related documents. This is a one-way interface to the new solution with inquiry capabilities that would need to happen in real-time.

### 3.2 DATA CONVERSION

For purposes of determining level of effort for data conversion, Vendor(s) should assume that the City wishes to convert at least ten years of the following data indicated in Table 3.2.

Our Modules

**Table 3.2 Data Conversion**

Source System	Current Environment
SBClient: Accounts Payable Accounts Receivable Budget Building Permits and Inspection Cashiering Code Enforcement Distribution Management Fixed Assets General Ledger Human Resources Inventory Land/Parcel Management Payroll Procurement Card	Informix



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Purchasing Time/Attendance Utility Billing Work Orders	
Various Excel Spreadsheets	Microsoft Excel
Access Data Base: GDOCS	Microsoft Access 2000

This table does not preclude the City from requesting additional data conversion on implementation.

### 3.3 CURRENT APPLICATIONS

#### 3.3.1 CURRENT SYSTEM

The City's current software application system, SBClient is a Linux OS, with an Informix Database system. The City would like to eliminate the need for spreadsheets and stand-alone applications in various departments which do not interface with the current system. Two examples of this are 1) a legacy software called Q&A producing correspondence with customers, and 2) an Access data base to track Planning requests.

Requirements defined in this section contain the overall general functions of the City's desired Enterprise Resource Planning (ERP) System and implementation. This section defines a system that will provide a high level of flexibility in meeting the City of North Platte's current and future computing requirements.

#### 3.3.2 REQUIRED SYSTEM FUNCTIONS

A detailed list of system and software functionality requirements have been compiled. See "[Attachment 5: Requirements – Frameworks.](#)"

#### 3.3.3 APPLICATIONS/MODULES

The City of North Platte is interested in procuring a core ERP system (i.e. financial, payroll and human resource applications), including some optional components. The applications/modules desired for this project, including a brief description of each, are as follows:

- HR/PR
  - BENEFITS
  - ACCRUAL PROCESSING ON USER SPECIFIED DATES
  - POSITION CONTROL
  - SALARY AND WAGE ADMINISTRATION
  - TRAINING AND DEVELOPMENT
  - HEALTH AND SAFETY
  - FMLA TRACKING
  - APPLICANT TRACKING
  - JOB REQUISITION AND TRACKING
  - STANDARD REPORTS
  - PAYROLL
  - TIME ENTRY



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- SALARY AND BENEFIT PROJECTIONS
- PLANNING & PERMITTING
  - APPLICATION PROCESS
  - BUILDING PERMITS AND INSPECTIONS
  - CODE ENFORCEMENT
  - PROCEDURE MANAGEMENT
  - GIS
  - LAND/PARCEL MANAGEMENT
  - PLANNING & ZONING
- FINANCE
  - MISCELLANEOUS BILLING
  - GENERAL LEDGER
  - JOURNAL POSTINGS
  - CLOSING & ADJUSTMENTS - WITH SECURITY
  - ACCOUNTS PAYABLE
  - AP INVOICE POSTING
  - CHECK INFORMATION
  - 1099 CAPABILITIES
  - ACCOUNT INFORMATION
  - PO MATCHING
  - CASH RECEIPTS
  - ACCOUNTS RECEIVABLE & GENERAL BILLING
  - CUSTOMER DATA RECORD
  - INVOICES/STATEMENTS
  - RECEIPTS
  - WORK ORDERS
  - SERVICE REQUESTS
  - PREVENTIVE MAINTENANCE
  - FACILITIES MANAGEMENT
  - RESOURCES
- REQUISITIONS
- PURCHASE ORDERS
- RECEIVING
- INVENTORY
- BUDGETING
- FIXED ASSETS
- PROJECTS
- GRANTS
- CONTRACT MANAGEMENT
- BID MANAGEMENT

### 3.4 CITY OF NORTH PLATTE CURRENT TECHNICAL ENVIRONMENT

#### Servers

#### General specs for file servers



## City of North Platte, NE Request for Proposals Enterprise Resource Planning (ERP) System and Implementation Services

Dell R710/720

### Operating Systems

RHEL  
Microsoft Windows Server  
VMWare ESXI 5.5

### Mail Server

Microsoft Exchange

### Web Server

Microsoft Internet Information Server  
Apache

### Workstation

300 Total: Windows 7  
Minimum Ram: 4 GB  
Minimum Processor: Pentium 3.4 GHz  
Minimum HD: 40 GB

### Network

TCP/IP  
1 GB  
1 GB to Servers  
100 MB and Gig to Desktops

### Database

Informix  
SQL Server

### Office Applications

MS Office

### Report Writer

Cognos

### Backup and Recovery Software

Veeam Backup and Recovery  
Windows Backup  
Linux Backup

### Security

Firewalls  
AV for client  
AV for Exchange



## City of North Platte, NE Request for Proposals Enterprise Resource Planning (ERP) System and Implementation Services

In regard to the City's technology architecture as it relates to this project, Vendor(s) should take into consideration the following preferences:

**Table 3.3 Technical Environment Preferences**

Technical Function	Preferred Technology/Platform
Server Operating Systems	Windows Server
Client Operating Systems	Windows 7
Database Software	MS SQL or some type of SQL based technology
Web Browser	MS Internet Explorer/Chrome/Firefox
Mail Server Software	Exchange
Office Applications	MS Office

The City prefers software that is standards-based and does not lock the City into proprietary technology. In addition, the City preference is for a Web-based environment. Applications should be user-friendly and table-driven, and able to utilize the City's installed Ethernet TCP/IP network.

The technology standards and preference information is provided for informational purposes only. Vendors are encouraged to recommend the optimal enterprise technology environment to support their proposed solution.

### 3.5 CITY IT STAFF AND SKILLS

#### Application Support Staff

Staff of 3, including Manager:

- One Network Level II Technician with extensive experience SBClient/NorthStar
- Experience with multiple system development methodologies
- Staff experienced with multiple query and reporting tools
- One Network Level I Technician

#### Networking staff

Three Networking staff:

All members of networking are trained in the basic use and maintenance of the following software (with varying degrees of experience):

- Exchange
- HP Procurve switches and VLANs
- Microsoft Windows Active Directory
- Experience with hardware, software and printer maintenance
- Experience with servers and VMWare, infrastructure and enterprise level project installation and support
- IWATSU Telephones



## City of North Platte, NE Request for Proposals Enterprise Resource Planning (ERP) System and Implementation Services

### 3.6 CURRENT FUNCTIONAL STATISTICS

Table 3.4 contains data about the City's current operations by function. Vendors should refer to these tables when responding to the business requirements and "Attachment 6: Cost."

Table 3.4 Current Functional Statistics	
<b>HR/Payroll:</b>	
Payroll Direct Deposits (Including Pensioners)	352 employee direct deposits 2 checks printed
W-2's Issued	473-W2's; 19-1099R's/calendar 2013
Number of Active Employees	367 active including 9 elected, 292 fulltime, 66 part-time/temporary
<b>General Ledger:</b>	
Number of Funds:	26
Number of Accounts – Active	2,150
<b>Operating Budget:</b>	
Operating Budget FY 13/14	\$92.17 million
Capital Budget FY 13/14	\$22.6 million
Number of Journal Entry Batches/Year	813/FY2013
<b>Capital Assets:</b>	
Number of Items	6,300 (est.)
<b>Accounts Receivable:</b>	
Number of Invoices/Year	156,000 (est. - incl. Utility Billing)
<b>Accounts Payable:</b>	
Number of Vendor(s)	Total 10,084
Number of Invoices/Year	16,000 (est.)
Number of Checks/Year	6,500 (est.)
Number of 1099s/Year	102/calendar 2013
<b>Purchasing:</b>	
Number of PO's/Year	Est. not available
Number of Requisitions/Year	Est. not available
<b>Inventory</b>	
Number of Inventory Items	1,560 (est. - currently utilities only)
Number of Stock Requisitions	Est. not available
<b>Projects/Grants:</b>	
Capital projects in progress	20/FY14
Number of Grants/Year	Varies



## City of North Platte, NE Request for Proposals Enterprise Resource Planning (ERP) System and Implementation Services

### 4.0 Contract Terms and Conditions

Below are standard contract terms and conditions that the City expects to be part of any agreement with the finalist Vendor(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in Section 2.3.25 of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below.

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

#### 4.1 APPLICABILITY

In accordance with Section 1.7.10, the provisions of this RFP, including, but not limited to these terms and conditions, shall be made part of each agreement resulting from this solicitation.

The following are proposed contract terms which the Vendor(s) shall assume will become part of the provisions of the final negotiated contract documents. The City may amend and/or revise these terms depending on the individual proposals. Final contract negotiations are part of the RFP process. No RFP is yet accepted until the final contract terms are approved by City Council.

#### 4.2 PAYMENT TERMS

Payment for the ERP System and for the implementation services rendered pursuant to any agreement resulting from this RFP shall be made in amounts and at times set forth in the resulting agreement (the "Agreement"). A purchase order will be issued, and all invoices must reference the purchase order 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(s) 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 on a not-to-exceed basis as described, only on a deliverable completion basis, meaning the City will pay only when the Vendor(s) has satisfactorily completed mutually agreed upon payment deliverable. In addition, the City will apply a retention rate of ten percent (10%) 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.

#### 4.3 ACCEPTANCE TESTING

As per Section 2.3.20 acceptance testing will be completed before final payments are made.

#### 4.4 SOFTWARE LICENSE

The Vendor(s) shall grant the City a perpetual, nontransferable, nonexclusive license under the terms of the Agreement to use the ERP System on its network, (or on an externally (third party) hosted network, or as part of a software as a service model.) The City shall have the absolute right to upgrade or replace any equipment in the network and continue to use the ERP System on the network. The City shall not be required to pay the Vendor(s) any additional licensing fee or other fees as a result of using the ERP System in conjunction with the upgraded or replacement equipment on the network.



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### **4.5 SOFTWARE MAINTENANCE FEES**

The City will require fixed maintenance fees for five (5) years following implementation for budgeting purposes.

The annual software maintenance agreement (ASM) includes all technical support services, software maintenance services, Licensed Application Software upgrades, Licensed Application Software fixes and Licensed Application Software enhancements. The fees will commence one (1) year after the successful implementation and the issuance of the Letter of Completion.

As long as the City is current on maintenance, migration to a new product with similar functionality by the same Vendor(s) will be allowed at no additional cost. The only cost to the City would be to purchase additional licenses, if needed.

### **4.6 ADDITIONAL USERS AND MODULES**

The City will require “price protection” for a minimum of two (2) years from the effective date of the final acceptance of the project for additional City users and modules that are listed in the RFP but are not initially purchased.

### **4.7 DELIVERY OF THE PROJECT PLAN AND OTHER KEY DELIVERABLES**

The project plan is to be delivered within a contractually specified timeframe after contract signing. Delay or failure to complete in a timely manner in this regard will result in the assessment of liquidated damages up to \$1,000 per day. Other key deliverables (Design Document, Go-Live Date, and any other deliverable that can be deemed substantially the responsibility of the Vendor(s)) will also be subject to the assessment of liquidated damages up to \$1,000 per day if the Vendor(s) misses these key timeframes.

The contract will include the following scope of Vendor(s) services:

1. All services and work necessary for the implementation of all Licensed Application Software, subject to the Project Schedule and meeting the Project Task Requirements to completion
2. All training and documentation as required
3. Continuing Software Maintenance Services
4. Continuing Technical Support Services
5. Software Warranty (which will remain in effect as long as maintenance is current)
6. Data conversion
7. Except as otherwise explicitly stated in the contract, the Vendor(s) will furnish all labor, materials, equipment, products, tools, transportation and supplies required to complete the project

### **4.8 DOCUMENTATION AND COPYRIGHT**

Collected data, analyses, and 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.



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### 4.9 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:

1. 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.
2. The Vendor(s) shall insure all City property in their 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(s) shall maintain the property in operating condition, with the cost being chargeable to the contract.
3. All City property shall be returned promptly upon completion of the contract or otherwise disposed of, as directed in writing by the City. All costs of shipment or disposal are part of the contract cost.
4. Unless specifically stated otherwise in writing, City property may be used only for the performance of this contract.
5. 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 contract shall vest in the City upon delivery to the Vendor.
6. Any dispute concerning interpretation of the provisions of this article shall be subject to the stipulations of the "Disputes" article.
7. In the course of performing the responsibilities under this contract, the parties may be exposed to or acquire information that is proprietary to or confidential to the other party or its affiliated companies or their clients. Any and all information of one party in any form obtained by the other party or its employees, agents or representatives in the performance of this Agreement that is appropriately marked or identified in writing as proprietary, shall be deemed to be confidential and proprietary information of such party. The parties agree to take reasonable steps to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purposes whatsoever, without the express written permission of the other party. The parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information.

### 4.10 INTELLECTUAL PROPERTY RIGHTS

The Vendor(s) 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 contract, including its use by the City. If the Vendor(s) 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



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understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **4.11 COVENANTS AGAINST CONTINGENT FEES**

The Vendor(s) warrants that no person or selling agency has been employed or retained to solicit or secure this contract 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 this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **4.12 CHANGES**

The scope of the project can only be modified through an executed written change order document agreed to and signed off by the City of North Platte and the Vendor(s). The City or the Vendor(s) may request such changes in writing and shall specify:

1. The nature of the requested change or modification to the contract, in detail
2. How the proposed change or modification impacts the contract and the Project Schedule
3. The specific reason for the proposed change or modification
4. The name and signature of the City or Vendor(s) representative proposing said change or modification

The mutually agreed upon changes would then be made to the Project Schedule. If a Change Order request is made by the City, the Vendor(s) shall provide a written response to each change or modification requested and will provide a written quote within ten (10) working days following receipt by the Vendor(s) of the City's request, including schedule impacts. If a Change Order request is made by the Vendor(s), the City shall within ten (10) working days provide a written response to each Vendor(s) change or modification requested. Neither the City nor the Vendor(s) is under any obligation to accept a proposed Change Order. The parties remain required to proceed under the terms of the contract. Acceptance of a Change Order request is subject to compliance with the City's current purchasing ordinances and policies. Upon acceptance of a Change Order it shall become part of the contract. No change order is valid until it is fully executed by both parties.

### **4.13 LAWS AND REGULATIONS**

The Vendor(s) shall comply with all applicable laws, ordinances, and codes of the State of Nebraska, Lincoln County, and the City of North Platte, NE. It shall be the responsibility of the contractor 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 contract.

### **4.14 DEFAULTS**

Any failure to perform or fulfill any provision of this contract shall be a default. City shall give Vendor written notice of any default and Vendor shall have 30 days to cure the default, and if the default is not cured within 30 days of the written notice describing the default sent to the address listed below, Vendor shall be in breach of the contract. In the event of a material contract breach by the Vendor(s), including if Vendor(s) software application fails to perform as required, the City shall have the right to recover from the Vendor(s) damages attributable to the breach by the Vendor(s), including recovery of all fees, license costs and other monies paid by the City under the Contract and consequential damages recoverable under tort law principles. In the event the City is ultimately determined in material breach of its obligation



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under the contract, Vendor(s) shall recover money due under the agreement and contract damages, if any. No attorney's fees or dispute costs are recoverable under this agreement.

### 4.15 DISPUTES

- **INTERNAL RESOLUTION PROCESS** Vendor(s) and City recognize that strict compliance with the project requirements, including meeting the individual benchmark project time requirements of the project implementation plan are essential and material parts of this agreement. If City or Vendor(s) believes a party to this agreement, including subcontractors or sub-Vendor(s) are substantially failing to meet the project requirements or project schedule, the party shall provide a detailed written notice to the other party identifying the issues with specificity, including all necessary backup materials as attachments. The noticed party shall specifically respond in detail to each item contained in such notice within 10 calendar days, including all necessary backup materials as attachments. If the issue is schedule related, the Vendor(s) shall submit a proposed recovery schedule in Microsoft Project schedule format. If noticed party's response does not resolve the entire dispute to the satisfaction of the other party, the unresolved issues shall refer to the City Administrator or designated delegee for formal review and consultation between City project staff and Vendor(s). The City Administrator or delegee shall announce a determination in writing within 15 calendar days after completion of the review. The City Administrator's determination is final and no further internal appeal is allowed. The parties agree to work in good faith toward informal resolution of all disputes. During the pendency of any dispute, Vendor(s) shall remain obligated to continue to perform its obligations under the agreement and may not refuse to proceed with work required under this agreement.
- **MEDIATION**. Owner and Vendor agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by the American Arbitration Association. After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator will provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall then be settled by arbitration.
  1. The Owner and the Vendor further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- **ARBITRATION**. After mediation, all Disputes between Owner and Vendor shall be settled by arbitration in accordance with the American Arbitration Association rules effective at the Effective Date of the Agreement, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into



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in accordance with this paragraph will be specifically enforceable under prevailing law of any court having jurisdiction.

1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
2. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
3. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
4. If a Dispute in question between Owner and Vendor involves the work of a Contractor, subcontractor, or consultants to the Owner or Vendor (each a "Joinable Party"), either Owner or Vendor may join each Joinable Party as a party to the arbitration between Owner and Vendor hereunder, and Vendor or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Vendor involving the work of such Joinable Party. Nothing in this Paragraph nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Vendor that does not otherwise exist.

### **4.16 INDEMNIFICATION AGREEMENT**

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

- **LIABILITY, INDEMNIFICATION AND DEFAULT** – The City shall in no event be liable to the Vendor(s) or other person claiming damages as a result of the City's use of the Licensed Application Software and Materials in conformity of this contract Agreement, whether direct or indirect, special or general, consequential, or incidental or arising from loss of profits; provided that this provision shall not apply to any claim, demand, loss or action alleging that any modifications made by Licensee to the Licensed Application Software and Materials infringe any third-party rights in the United States respecting copyright, trade secret, or patent.
- 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



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

- The Vendor(s) shall immediately defend, indemnify and hold City harmless from any demands, claims or suits by a third-party for loss, damages, expenses, liability, legal costs and attorney's fees arising out of claims or allegations that the City's use of the Licensed Application Software and Materials in conformity with this agreement infringe any third-party rights on the United States respecting copyright, trade secret or patent or that the Licensed Application Software caused damage to any person.
- The Vendor(s) agrees to immediately defend, indemnify and hold the City and City's officers, officials, employees and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages and costs, including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any passive or active negligence and/or acts or omissions of the Vendor(s) or the Vendor's agents, employees, subcontractors, officials, officers or representatives. Except as otherwise provided in this Section, upon demand, the Vendor(s) shall, at its own expense, immediately agree to defend the City and the City's officers, officials, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs, whether or not negligence or other liability against the Vendor(s) has been or will ever be established against Vendor(s) and notwithstanding whether active, passive or sole negligence is alleged against City.

### 4.17 WARRANTY

A warranty is sought for both the software and implementation services. It is assumed that Vendor(s) 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.

1. Implementation Services Firm –The City also requires a warranty for the services (i.e., 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(s) and any implementation services firm must ensure that the implemented software conforms to the requirements with a positive response (any except for “NA”) and warranted by the software Vendor(s).
2. Compliance with State and Federal Audit Requirements - As long as the City maintains continuous support for the Licensed Application Software, the Vendor(s) shall ensure that all application software will comply with any and all current State and Federal audit requirements, such that the City will not be liable for program flaws which may violate any such requirements.
3. Warranty Of Performance – The Vendor(s) warrants that the Licensed Application Software will perform error free in accordance with its specifications and requirements as set forth in the contract, if properly used in the operating environment. The Vendor(s) warrants that all components are interoperable and the configuration is complete and suitable for the purpose and use specified by the City. The Vendor(s) warranty of performance shall be based on the specifications, terms and conditions contained in the contract as a whole, including Attachments,



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the Proposal and Change Orders. Any future upgrades will have no adverse impact on the interoperability of the Licensed Application Software. This Warranty of Performance and other Provisions of this contract shall supersede and replace the provisions of any other document enclosed with or accompanying any packaged software documentation provided by the Vendor(s).

4. **Software Warranty** - The selected software Vendor(s) 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 "NA") will become part of the selected Vendor(s) software license and the software Vendor(s) will warrant to the requirements. At no charge to the City, the Vendor(s) will promptly correct errors so that the software at all times meets all technical and other requirements of the contract. Vendor(s) inability to promptly correct a defect in an application or provide a replacement product shall constitute a material breach of the agreement and the City may pursue all available remedies, including, but not limited to a refund of all Software license fees. The selected Vendor(s) 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

In the event the Vendor(s) ceases to provide maintenance and support for the Licensed Application Software (including any Vendor(s)-supplied updates) for reasons other than the City's failure to pay maintenance fees, a current copy of the Source Code for the Licensed Application Software with complete system documentation will immediately be provided to the City in order to ensure continued maintenance.

5. **Oral Representations** - No City or Vendor(s) employee has the authority to bind either party to any oral representation or warranty.

### **4.18 TERMINATION FOR DEFAULT OR FOR CONVENIENCE OF THE CITY**

If the City terminates this agreement for cause, the City may, by written notice of default to the Vendor(s), terminate the contract in whole or in part if the Vendor(s) fails to: (i) Maintain the staffing levels as outlined in the Statement Of Work, deliver the deliverables or to perform the services within the time specified in the contract or any amendment thereto; (ii) Make progress, so that the lack of progress endangers performance of the contract; or (iii) Perform or observe any of the other provisions of the contract. the City's right to terminate the contract may be exercised if the failure constitutes a material breach of the contract and if the Vendor(s) does not cure such failure within the time frame stated in the City's Notice to Cure, which in no event will be less than fifteen (15) days.

1. **Party Obligations.** If the Agreement or contract is terminated for cause, the City may require the Vendor(s) deliver to the City, as directed by the City, any: (i) completed deliverables; (ii) partially completed deliverables related to the terminated portion of the contract; and (iii) any plans, working papers, forms, documentation formats, etc, necessary for understanding of the deliverables of services. Upon direction of the City, the Vendor(s) shall also protect and preserve property in its possession in which the City has an interest. The City shall pay contract prices for



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completed deliverables delivered and accepted. Failure to agree will constitute a dispute under the “disputes” clause. The City may withhold from these amounts any sum it determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

2. **Remedies.** The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under the contract. If, after termination, it is determined by a final ruling in accordance with the “disputes” clause that the Vendor(s) was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.
3. **Termination for Convenience.** The contract may be terminated in whole or in part, by the City whenever it is determined that such termination is in the best interest of the City, which termination shall be effective at 11:59 p.m. on the intended date of termination (the “Termination Date”), after the City shall have delivered to the Vendor(s) a notice specifying the extent to which provision of services under the contract are terminated (“Notice of Termination for Convenience”) and the date upon which such termination will become effective. Details to be determined during contract negotiations.

### 4.19 THE CITY MANDATORY CONTRACT PROVISIONS

The City’s contracting practices require all contracts with the City to contain the following provisions:

This RFP and the successful Vendor(s) proposal shall be incorporated into any contract resulting from this solicitation. To the extent necessary, the City may rely upon those documents to determine the intent of the contract, but the specific terms shall be set forth in a final contract agreement negotiated as part of finalizing the RFP process.

### 4.20 NONAPPROPRIATION OF FUNDS

**The complete installation of the Enterprise Resource Planning System is contingent on budgetary funding from the annual City budget. Funding may be allocated in phases over several fiscal years. In the event that sufficient funds are not appropriated for the contract payments required to be made in future fiscal years then the City at its sole discretion may terminate the contract at the end of the current fiscal year, without penalty or additional expense. If non-appropriation occurs, the City agrees to deliver written notice to the Vendor(s) of such early termination at least thirty (30) days prior to the end of the current fiscal year**

### 4.21 EQUAL OPPORTUNITY EMPLOYER

The City of North Platte is an equal opportunity employer, and all Vendor(s)/contractors are required to be equal opportunity suppliers/contractors as defined by all applicable state and federal laws and regulations.

### 4.22 CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

All suppliers/contractors are required to submit a copy of Vendor(s) safety program, if not provided Vendor(s) agree to adhere to the City of North Platte’s Safety program.

### 4.23 CONTRACTUAL GUARANTEES

By submission of a proposal, the Vendor(s) certifies that:



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The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other Vendor(s).

The Vendor(s) has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the City.

The Vendor(s) will not recruit or hire the City's employees for a period of one (1) year following the completed installation of the City's software.

The Vendor(s) will not subcontract any part of the software or implementation project without the prior written permission of the City.

All proposals submitted and the included pricing shall be valid until June 30, 2015.

### **4.24 LETTER OF COMPLETION**

The City will provide the Vendor(s) with a Letter of Completion confirming that Vendor(s) has fully implemented the purchased applications and related services when:

1. The Vendor(s) met all the requirements of the contract, including completion of all services and work necessary for installation of all Licensed Application Software, subject to the Project Schedule and meeting all of the Project Task Requirements to Project Completion.
2. The Vendor(s) provided training to the City as required by the contract.
3. The Vendor(s) provided all Licensed Application Software to be purchased under this contract (along with Web Application and Third-Party Integration software) as set forth in the contract and all technical and user documentation relating to all Licensed Application Software.
4. All required Acceptance and Reliability Testing is complete and accepted by the City.
5. All Licensed Application Software purchased under this contract is fully loaded and operational.
6. Documentation is presented to the City representing a complete system backup of the Application Software and data. The documentation shall include, but is not limited to, instructions as to how to completely re-install the contents of the media onto the hardware.
7. All Software Maintenance Services and Technical Support Services are in place and functional.

### **4.25 NEWS RELEASES/ADVERTISING**

News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior, written approval of the City of North Platte.