
File #: 2016-01118

Consent Item 02

**Title: Contract: Solicitation and Contract Management Implementation Services
(Published for 10- Day Review 09/16/2016)**

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a contract with GNC Consulting, Inc. for consultant services to implement the solicitation and contract management PeopleSoft modules in the total amount not to exceed \$1,996,400.

Location: Citywide

Contact: Dennis Kauffman, Operations Manager, (916) 808-5843, Finance Department;
Maria MacGunigal, Director, (916) 808-7998, Information Technology Department

Presenter: None

Department: Finance/Procurement

Attachments:

- 1-Description Analysis
- 2-Exhibit A-ABCDs Proposal Evaluation
- 3-Contract

Description/Analysis

Issue Detail: The City is committed to working in an innovative digital environment to increase efficiency, eliminate redundancies, improve transparency and reduce costs. The Automated Bids, Contracts, and Digital Signatures (ABCDs) program was established to develop consistent operating principles, processes, procedures, standards and technologies for the solicitation and management of contracts using legally binding digital signatures within the process.

During the City's initial Request for Proposal (RFP) process for a comprehensive and integrated "cradle to grave" solicitation and contract management system, it became clear that the City-owned PeopleSoft Supplier Relationship Management suite was the preferred solution. A digital process beginning with solicitation, through the management of the contract life cycle including digital signing, and ending with archiving the final contract in the Citywide Content Management (CCM) repository, could be designed and implemented with skilled PeopleSoft consultants. eSign Live by Silanis was the preferred vendor selected from the initial RFP for the City's digital signature solution and City Contact No. 2015-1791 was approved by Council on October 13, 2015.

While the City's PeopleSoft applications were being upgraded to the latest version the City issued a second RFP to contract for implementation services for the City-owned PeopleSoft solicitation and contract management applications. An evaluation team representing four City departments (City Clerk, Finance, Information Technology and Utilities reviewed the three submitted proposals and determined that GNC Consulting, Inc., best meets the City's implementation needs. Proposals were evaluated based on technical qualifications, including expertise and experience, price, and mandatory RFP elements. After extensive scope refinement, project planning and contract negotiations, the contract with GNC Consulting, Inc. for consultant services is recommended to Council for approval.

Policy Considerations: The requested action is in conformance with City Code Chapter 3.64 and in accordance with the goals, objectives, initiatives and operating principles of the City's Digital Strategy.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because this action is not a project subject to CEQA because it involves contracting for

professional services that do not have the potential for resulting in a significant effect on the environment. (CEQA Guidelines §§ 15061(b)(3), 15378(a), 15378(b)(5).)

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: It is in the best interest of the City to authorize the City Manager to execute a professional services agreement with GNC Consulting, Inc., determined to be the highest ranked and the most responsive proposal.

Financial Considerations: The not-to-exceed amount for the GNC Consulting, Inc., agreement is \$1,996,400. There is sufficient funding in the Digital Strategy Project (A07000700) for this contract.

Local Business Enterprise (LBE): GNC Consulting, Inc. is not an LBE but has partnered with a local technology services firm, Net Incomm, Inc., for this contract to meet the LBE participation requirement. Net Incomm, Inc. will provide project management and change management services.

WRITTEN QUALIFICATION	MAXIMUM POINTS	Evaluator "A"		
		Cherry-Road	GNC - SRM	Graviton
Part 1 - Professional Personnel	25	18	20	15
Part 2 - Technical Approach	65	50	60	50
Part 3 - Cost Proposal	10	8	5	10
TOTAL PHASE 2 POINTS	100	76	85	75
Part 4 - Demonstrations / Interviews	50	30	45	30
Part 5 - Reference Checks	50	45	45	45
TOTAL PHASE 3 POINTS	100	75	90	75
GRAND TOTAL POINTS	200	151	175	150

WRITTEN QUALIFICATION	MAXIMUM POINTS	Evaluator "B"		
		Cherry-Road	GNC - SRM	Graviton
Part 1 - Professional Personnel	25	20	25	20
Part 2 - Technical Approach	65	45	65	55
Part 3 - Cost Proposal	10	8	5	5
TOTAL PHASE 2 POINTS	100	73	95	80
Part 4 - Demonstrations / Interviews	50	35	45	25
Part 5 - Reference Checks	50	40	45	40
TOTAL PHASE 3 POINTS	100	75	90	65
GRAND TOTAL POINTS	200	148	185	145

WRITTEN QUALIFICATION	MAXIMUM POINTS	Evaluator "C"		
		Cherry-Road	GNC - SRM	Graviton
Part 1 - Professional Personnel	25	15	20	15
Part 2 - Technical Approach	65	45	50	55
Part 3 - Cost Proposal	10	7	5	10
TOTAL PHASE 2 POINTS	100	67	75	80
Part 4 - Demonstrations / Interviews	50	25	50	25
Part 5 - Reference Checks	50	35	45	35
TOTAL PHASE 3 POINTS	100	60	95	60
GRAND TOTAL POINTS	200	127	170	140

		Evaluator "D"		
WRITTEN QUALIFICATION	MAXIMUM POINTS	Cherry-Road	GNC - SRM	Graviton
Part 1 - Professional Personnel	25	18	23	18
Part 2 - Technical Approach	65	45	60	50
Part 3 - Cost Proposal	10	5	0	10
TOTAL PHASE 2 POINTS	100	68	83	78
Part 4 - Demonstrations / Interviews	50	35	45	25
Part 5 - Reference Checks	50	35	45	40
TOTAL PHASE 3 POINTS	100	70	90	65
GRAND TOTAL POINTS	200	138	173	143

		Evaluator "E"		
WRITTEN QUALIFICATION	MAXIMUM POINTS	Cherry-Road	GNC - SRM	Graviton
Part 1 - Professional Personnel	25	20	25	15
Part 2 - Technical Approach	65	34	42	29
Part 3 - Cost Proposal	10	7	5	10
TOTAL PHASE 2 POINTS	100	61	72	54
Part 4 - Demonstrations / Interviews	50	30	40	35
Part 5 - Reference Checks	50	40	45	40
TOTAL PHASE 3 POINTS	100	70	85	75
GRAND TOTAL POINTS	200	131	157	129

SCORES BY EVALUATOR:

A	151	175	150
B	148	185	145
C	127	170	140
D	138	173	143
E	131	157	129

AVERAGE SCORE

139.0	172.0	141.4
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RANKING

3 1 2



What Does ABDC Implementation Success Look Like?

(07/08/2016)

- Digital “Cradle to Grave” Consistent Process (digital signatures)
- Comprehensive Solicitation/Contract Clause Library
- Rules Based Document Creation (solicitation/contract)
- Elimination of Duplicative Task/Information Entry
- Ability to Track/Audit
 - Contract Renewal/End Dates
 - Change Orders/Supplements/Amendments
 - Vendor Performance (non-responsible, debarred)
 - Spend by Contract-Progress Payments (eCaps)
 - Compliance Triggers
 - Insurance/Bonds/Other Requirements
 - LBE, Local Hire, etc
 - Labor Compliance-Prevailing Wage
 - Business Operating Tax Certificate (BOTC)
 - State/Federal/Grant Funding
- City Code Update Completed (consolidation/remove redundancy)
- Documented Policies/Procedures/Tutorials
- User Adoption/Satisfaction (internal/external customers)

FINAL DRAFT

PROJECT #: P16071011004

PROJECT NAME: PeopleSoft 9.2 Supplier Relationship Management Consultant Services

DEPARTMENT: Finance

DIVISION: Procurement

CITY OF SACRAMENTO PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

GNC Consulting, Inc.
21195 S. LaGrange Road, Frankfort, IL 60423
815-469-7255 (phone)
815-469-4487 (fax)
kevin.teder@gnc-consulting.com

(“CONTRACTOR”), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager’s authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

- 4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.
- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post- construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit F.
- 7. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A Scope of Service
- Exhibit B Fee Schedule/Manner of Payment
- Exhibit C Facilities/Equipment Provided
- Exhibit D General Provisions
- Exhibit E Non-Discrimination in Employee Benefits
- Exhibit F Additional Requirements for Surveying, Material Testing, and Inspection Services

CONTRACTOR:

GNC Consulting, Inc. _____

NAME OF FIRM

364029481 _____

Federal I.D. No.

5841-734-3 _____

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify:* _____)

Signature of Authorized Person

Garry Cooper – President _____

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

FINAL DRAFT
DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: GNC Consulting, Inc.

Address: 21195 S. LaGrange Road, Frankfort, IL 60423

The above named Contractor (“Contractor”) hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the “Requirements”) attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento’s Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the “Ordinance”).
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

- 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

- 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date

Garry Cooper

Print Name

President

Title

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Dennis Kauffman / Operations Manager
915 I Street, 5th Floor, Sacramento, CA 95814
(916) 808-5843 (phone)
(916) 840-7659 (fax)
dkauffman@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative’s designee.

The CONTRACTOR Representative for this Agreement is:

Kevin Teder / Senior Vice President
21195 S. LaGrange Road, Frankfort, IL 60423
815-469-7255 (phone)
815-469-4487 (fax)
kevin.teder@gnc-consulting.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e- mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

3. **Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY’s Conflict of Interest Code. The term “designated employees” is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be “consultants” under the Political Reform Act. The term “consultant” generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not “consultants.”

The CITY’s Conflict of Interest Code requires designated employees, including individuals who qualify as “consultants”, to file the following statements of economic interests:

- (1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY’s Conflict of Interest Code also requires individuals who qualify as “consultants” under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. Conflict of Interest Statements. The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY’s Conflict of Interest Code: ____ yes X no [check one]

If “yes” is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;
- (2) Cause these individuals to file with the CITY Representative the “assuming office” statements of economic interests required by the CITY’s Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the CITY’s Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachments 1 through 3 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Background

The City is committed to working in a digital environment to increase efficiencies and reduce costs. Developing consistent operating principles, processes, procedures, standards and technologies for the solicitation and management of contracts (herein referred to as Supplier Relationship Management or SRM) using legally binding digital signatures within the process, as appropriate, is a citywide priority. The City went live with PeopleSoft Finance/Supply Chain Management (FSCM) in 2007 and has recently upgraded to version 9.2. The City currently uses PlanetBids for digitally posting its invitations for bid, requests for information, requests for qualifications, and requests for proposals. The City is currently implementing a digital signature solution, e-SignLive by Silanis. With the exception of an interface between eSignLive and PeopleSoft, digital signature solution development is not in the scope of this project.

CITY has selected CONTRACTOR and its partner, SRM +, to implement its SRM solution. The remainder of this Scope of Services document will define the scope of the project.

2. General Requirements for CONTRACTOR Services

The general requirements for CONTRACTOR services includes the following:

- CONTRACTOR shall commit an experienced Project Manager who will be responsible for coordinating the services with the CITY's designated Project Manager. All professionals assigned to the project shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services.
- CONTRACTOR shall subcontract with a Local Business Enterprise to assist in the delivery of City project management activities as set forth in Attachment 3 to Exhibit A.
- In the event CITY desires the removal or replacement of any of the CONTRACTOR personnel, CITY shall notify CONTRACTOR in writing. The CITY's decision to request the removal or replacement shall not be arbitrary or capricious in nature and CITY and CONTRACTOR agree to work in good faith to minimize any negative impact on the Services caused by the removal. CONTRACTOR shall accomplish any such removal within fourteen (14) calendar days after receipt of notice from the CITY and shall promptly replace such person with another person, acceptable to the CITY, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. Further, CONTRACTOR will provide a no cost transition period of forty (40) hours if CONTRACTOR removes a Consultant Person identified as a Key Personnel. If that Consultant Person is the Consultant Project Manager then CONTRACTOR will provide an eighty (80) hour no-cost transition period.
- CONTRACTOR shall be required to obtain any necessary licenses and shall comply with all federal,

state, and local laws, codes, and ordinances without cost to CITY.

- CONTRACTOR shall provide a methodology to manage and mitigate risks throughout the duration of the program.
- CONTRACTOR services shall include all aspects necessary to implement the project, including but not limited to:
 - Design, development and testing
 - System integration and implementation
 - Security recommendations for public facing eSupplier Connection
 - Troubleshooting
 - Training ('train the trainer') and support
- CONTRACTOR shall be required to coordinate with and support multiple parties in addition to CITY designated Project Manager to complete assigned tasks. Parties may include:
 - Project Core Team Members
 - Representative(s) from City's Information Technology Department
 - Other City employees designated by City Project Manager
 - Representative(s) from City legacy software systems
 - Representative(s) from consultant(s) implementing other applications and solutions
- CONTRACTOR shall be required to provide implementation services, which should include, but are not limited to, the following:
 - Assist with the development of template documents compliant with city, state, and federal regulations
 - Provide reporting functionality for all modules and workflow components
 - Provide test plan and generic test scripts for user acceptance testing (CITY will customize test scripts to its specific environment)
 - Conduct performance testing for Vendor on-boarding process
 - Provide technical assistance at system rollout to resolve any issues that arise and ensure final product is complete and fully functional
 - Identify known or anticipated ongoing support needed to sustain the system (i.e. total cost of ownership, annual maintenance, and upgrades).
 - Recommend the resource requirement for City staff, including number and type, required to support the application after Go Live
- Through a 'train the trainer' training approach, work with CITY training team and provide process training content and documentation specific to various user levels (i.e. system administrators, in-house trainers, end users)

3. Scope of CONTRACTOR Services

The scope of CONTRACTOR services is defined as follows:

- The following PeopleSoft 9.2 modules shall be implemented:
 - e-Supplier
 - Strategic Sourcing
 - Supplier Contracts
- The functional and technical requirements for the modules have been detailed in Exhibit A - Attachment 2. The functional and technical requirements detailed in Exhibit A - Attachment 2 will serve as a guide for the design (fit/gap) phase of the project. The CONTRACTOR's fees and related effort level was determined based upon this information. The deliverables/milestones from the design phase will detail the final detailed requirements for the implemented SRM solution.
- Attachment 1 to Exhibit B describes the milestones and related deliverables for this project. If requested by the CITY in writing, the parties may, by mutual agreement in writing, substitute the Deliverables, Services, or tasks that are described in the Scope of Services for new Deliverables, Services, or tasks that are reasonably and substantially equivalent to those Deliverables, Services, or tasks being substituted and any such substitution shall not result in any adjustment to the Fees, unless otherwise authorized by the CITY.
- The CONTRACTOR's high-level implementation methodology has been summarized below and will dictate the activities and approach to the project.

4. Methodology / Approach

The CONTRACTOR implementation methodology was developed as a structured approach for our consulting engagements who utilize PeopleSoft for their business, wanting to leverage the delivered functionality while leveraging industry best practices.

Each of the phases contains the steps from project inception to ongoing product support. From our experience, successful projects require many components including:

- Well-defined requirements and project scope
- Efficient utilization of resources
- Strong quality assurance procedures that include thorough testing
- Effective coordination and communication among all team members

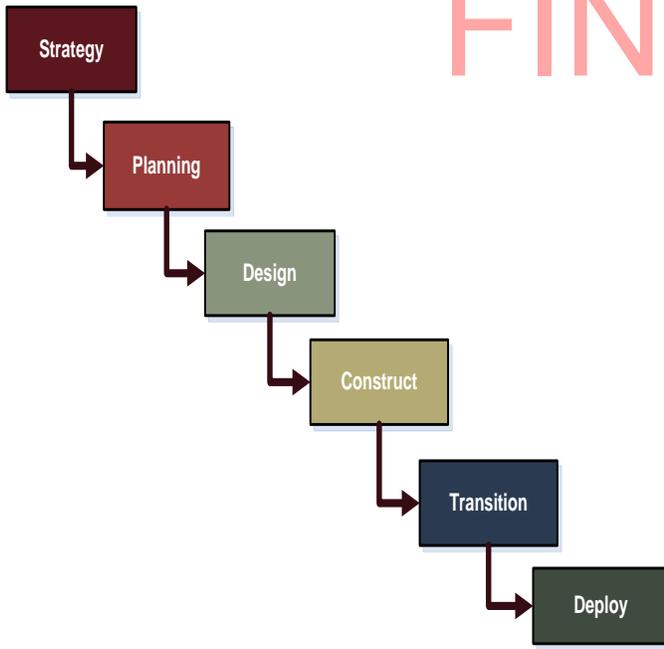
GNC Methodology							
	Strategy	Planning	Design	Construct	Transition	Deploy	
Overview	Identify need and solution and obtain executive buy in.	Create the foundation for the project and train key project team.	Identify how the system will be configured to meet the needs of the business.	Build the system.	Perform multiple levels of testing to ensure system is ready for production	Move solution to production and ensure extra support during transition.	
Processes	<ul style="list-style-type: none"> Build Business Case Build Project Goals Develop Project Approach Form Steering Committee 	<ul style="list-style-type: none"> Risk Assessment Roles and Responsibility Project Standards Project Team Training Project Kickoff 	<ul style="list-style-type: none"> Current State Mapping Future State with Best Practices Fit Gap Process Prototype Solutions Functional Specifications Table Design Identify Reporting needs Test Approach Communication Plan tied to Training Plan 	<ul style="list-style-type: none"> Configure setup tables Technical Specifications Develop Customization Develop Reports Setup Security Conversion 	<ul style="list-style-type: none"> Build Interfaces Build Test Scripts Unit Test Migrations 	<ul style="list-style-type: none"> System Test User Acceptance Test Parallel Test or Mock Go Live Performance Test End User Training Move to Production Migration Forms 	<ul style="list-style-type: none"> Move to Production Production Support Lessons Learned
Resources	Project Manager Business Owner IT Manager	+ GNC Project Manager Infrastructure Team	+ GNC Functional Lead Client Functional Lead Business Owners Business Users Communication Lead	+ GNC Conversion Lead PS Technical Team	+ Production Users Production Support Staff Training Team	+ Production Support Team	
Deliverables	Business Case Project Scope Software Solution Contracts	Project Plan Risk Assessment Project Documentation	Functional Specifications Current and Future Business Mapping	Technical Design Conversion Process Reports & Interfaces Training Material Test Cases	Testing Results Production Migration Plan Production Support Plan	Project Assessment	

The CONTRACTOR has developed a successful implementation methodology that ensures the above goals are achieved. This process has been refined over a number of years by incorporating our experiences and transforming them into the best method for system implementations.

Although the methodology is primarily focused on providing guidance to implement the desired software functionality, best practices in project management are also clearly defined. These activities include risk avoidance, resource management, quality management, status reporting, milestone management and scope management. Issue and problem resolutions are carried out on an on-going basis throughout the project lifecycle.

You will find a key differentiator to our implementation methodology is in the ‘fit gap’ sessions leveraging best practices. With our approach, we compare your business requirements to delivered functionality and industry best practices leveraging out ‘fit gap’ process.

Projects are best managed as a series of structured phases. Phase management provides a logical flow for project execution, providing for periodic review and reflection. To take full advantage of these potential benefits, each phase must include checkpoints for management control.



Phase	Description
I. Strategy	Define the project scope and identify the solution needed to solve the current business issues. Validate implementation approach and related risks. Define a phased implementation plan for solution and roll out approach.
II. Planning	The entire project is mapped out during this phase. The key milestones, risks, deliverables and resources are identified. All-encompassing communication and change control plan is defined and criteria for success are developed.
III. Design	Review of the current business processes and future state is mapped based on delivered, best in class business processes. Application mapping and fit gap analyses are conducted to fully define the implementation of the system. Focus is centered on use of the delivered PeopleSoft functionality and aligning business processes accordingly.
IV. Construct	The system is configured to your needs leveraging the PeopleSoft delivered functionality. The required forms, processes, interfaces and reports are configured so that CITY can leverage the best practice functionality delivered with the system while ensuring all of CITY’s business process requirements are being met.
V. Transition	The configured system is fully tested during multiple iterations of testing. The system is run in parallel with the existing system to ensure that all business processes are verified and that the system is issue-free.
VI. Deploy	Once all issues have been resolved, the system is rolled out to the users. A support plan is put in place to assist with quick resolution of any key mission critical issues. A “lessons learned” session is conducted to assist and plan for future phases.

5. Project Team Structure and Responsibilities

The table below summarizes the CONTRACTOR project team and related responsibilities.

Role	Responsibility
QA Executives	Will provide executive oversight throughout engagement to ensure project objectives are met and CITY satisfaction is achieved. Will assist provide assistance to key project activities to ensure the proper design/best practices are implemented
Project Manager	Will manage the project on a day-to-day basis, supervising the project team, ensuring project deliverables are completed and serving as the point of contact to CITY.
Supplier Contracts Functional Lead	Will provide the supplier contracts functional leadership to design and configure solution based upon CITY's business requirements and needs.
Strategic Sourcing Functional Lead	Will provide the strategic sourcing functional leadership to design and configure solution based upon CITY's business requirements and needs.
e-Supplier and Procurement Functional Lead	Will provide the e-Supplier and procurement functional leadership to design and configure solution based upon CITY's business requirements and needs.
Technical Leads	Will provide technical leadership specific to building the work flow, interfaces, customizations, conversions, reports and other technical activities within the PeopleSoft integrated modules.
Technical Consultants	Will execute development activities specific to building the work flow, interfaces, customizations, conversions, reports and other technical activities within the PeopleSoft integrated modules.

6. Timeline

The services described herein shall be provided between the anticipated start date of October 3, 2016 and the contract completion date of September 30, 2018. This time period includes time for services through the deployment phase as summarized below and an additional twelve-month period after deployment for Additional Services, as referenced in Exhibit B.

	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11
Strategy / Planning											
Requirements / Design											
Build / Construct											
Testing / Transition											
Training / Knowledge Transfer											
Deploy / Post Prod Support											

7. Fees

See Exhibit B for fee schedule, rates, payments and related assumptions.

8. Assumptions

The following assumptions apply to this project:

- The technical environment(s) will be available as needed throughout the project to support appropriate dev, test and prod requirements.
- The following CITY resources will be required throughout project:
 - Project Manager – 50% or more
 - Business Analyst – 2 at 50% (needed heaviest during design and testing phases)
 - Technical Lead – 25% (needed heaviest during the construct and testing phases)
 - Developer – 50% (needed heaviest during the construct and testing phases)
 - Subject Matter Experts – 6 at 20% (needed heaviest during design and testing phases)
- CITY will have 10 business days to sign off all deliverables. CONTRACTOR and CITY project managers will make timely, thoughtful decisions throughout the project to ensure the project can stay on-time and budget.
- The project team will normally work 40 hours over a 4-day period. Additional project activities will be done off-site on day 5 as appropriate.
- CONTRACTOR and CITY project managers will ensure the project plans consider holidays and other ‘black out’ dates.
- The project scope and related level of effort assumes CITY’s project goals to utilize delivered functionality, reports and other software capability when possible. A formal analysis, review and approval process will be implemented to minimize the number of customizations that will be developed.
- CITY will provide a reasonably suitable work space at its site for each GNC consultant. The consultants will already have lap tops (furnished by CONTRACTOR) and will require network access

to a printer, the internet and appropriate system environments. Offsite consultants (or when our onsite consultants are offsite) need access to the appropriate environments via VPN.

- During unit and system testing, CONTRACTOR will thoroughly test the Oracle PeopleSoft system and document the test results, including any problems requiring resolution. During user acceptance testing, CITY users will thoroughly test the system and document the test results, including any problems that require resolution.
- All tasks and activities assigned to team members will be completed in a satisfactory and timely manner so as to avoid negative impact to the project plan, schedule and cost.
- The development, testing and running of any interface programs to or from systems external to the PeopleSoft platform, and accompanying applications, other than those explicitly referenced within this Statement of Services Scope, are outside the scope of this project.

Legend for Scope of Work

- TPS-Third Party Solution
- Rep-Reporting Tool
- OOB- Out of Box
- Mod-Modification/Customization
- Con-Configured

REQ #	Category	Level of Work	REQUIREMENT	Refined Scope	
1	C2.8	Contract Implementation	TPS	Ability for integration with City's Digital Signature Solution eSignLive by Silanis to provide digital signatures on contract documents for internal/external parties	
2	V4.2	Vendor Contracts	TPS	Ability for Vendor to sign awarded Contracts using the system and eSignLive by Silanis (Digital signature)	
3	C3.1	Contract Management	Rep	Ability to track status and critical dates of contract process from start to finish	
4	C3.5	Contract Management	Rep	Ability to validate and track yearly requirement compliance (i.e. Insurance, etc.)	
5	C3.6	Contract Management	Rep	Ability to track Vendor's performance on the individual contract	
7	G3.25	System Workflow and Management	Rep	Ability for filtering and reporting on any field within a module	
8	G3.26	System Workflow and Management	Rep	Ability for generating audit reports based on tracked fields	
6	S3.7	Solicitation Response	REP	Ability for system to generate and maintain submission log, showing Solicitation information and Vendor list with submission date and time (Required for Federally funded projects)	
9	C3.3	Contract Management	OOB	Ability to integrate with the City's ERP system (PeopleSoft) for financial status information for executed contracts	
12	G1.2	Integration	OOB	Ability for integration with City business applications - Microsoft Office Pro and/or 365, Adobe Products, etc.	
10	G2.4	Implementation	OOB	Ability to configure workflow and approvals based upon type of Supplies or Services and/or dollar amounts	
11	G2.7	Implementation	OOB	Ability to have attachments, notes, etc. follow document through the entire system	
16	G3.10	System Workflow and Management	OOB	Ability to organize and provide context to attachments in the electronic file (similar to metadata)	
17	G3.21	System Workflow and Management	OOB	Ability for author to add notes/explanations to document for signatory	
18	G3.4	System Workflow and Management	OOB	Ability to provide an audit trail or track history of user actions within the workflows	
19	G3.5	System Workflow and Management	OOB	Ability to use an audit trail to view the history of a solicitation, contract, etc.	
20	G3.7	System Workflow and Management	OOB	Ability to have management features within version control, including check-in, check-out, edit, replace, upload new version, and save as	
21	G3.8	System Workflow and Management	OOB	Ability to redline and track changes during collaboration	
22	G3.9	System Workflow and Management	OOB	Ability to show all related documents as a package or show references to associated documents	
23	S1.18	Vendor Management	OOB	Ability to create multiple line items in a solicitation. Please note if there is a limit to the number of line items that can be used.	
24	S1.19	Vendor Management	OOB	Ability to create multiple bid groups in a solicitation with each bid group containing multiple, related items	
				Ability to have one Template Library for both solicitation and contract documents	
25	S1.21	Vendor Management	OOB		
13	S2.16	Solicitation Distribution	OOB	Ability for City staff to use the system to distribute Addenda to the bidder list	
15	S4.16	Solicitation Review	OOB	Ability to print bid/RFx tabulation in various formats, including PDF, Word, and/or Excel	
14	S6.3	Solicitation Management	OOB	Ability to easily provide documentation that a bid was open for a specified, legally required, length of time.	
27	V2.5	Vendor Registration	OOB	Ability for Vendors with multiple contacts to register each contact when Company Name, Tax ID number, and Location is the same	
28	V3.11	Vendor Solicitation	OOB	Ability for Vendor to search portal for their past bids using a keyword	
				Ability for Vendors to easily see when there has been a change to a solicitation, regardless of whether or not the Vendor had previously viewed or downloaded the solicitation	
29	V3.3	Vendor Solicitation	OOB		
30	V3.5	Vendor Solicitation	OOB	Ability for vendor to enter dollar amounts for multiple line items on one browser window	
26	V5.13	Vendor Management	OOB	Ability for selected City staff to batch delete/purge inactive Vendors from System	
				Ability for Vendor Portal can be accessed through the following web browsers: Internet Explorer (versions 8 and higher) Firefox (versions 23 and higher) Chrome (versions 29 and higher) Safari (versions 5.1 and higher, mobile and desktop versions) Android (versions 4 and higher)	
32	V1.5	Vendor Portal	NA		
33	V2.4	Vendor Reistration	NA	Ability for Vendors with multiple locations to register each location when Company Name and Tax ID number is the same for all locations	

REQ #	Category	Level of Work	REQUIREMENT	Refined Scope
75	V5.15	Vendor Management	MOD	<p>Ability for Vendor to upload updated information to their profile (i.e. Insurance) and all City staff within departments associated with the particular item within the profile receive a system or email notification about type of profile update</p> <p>Department Specific Vendor can upload updated insurance documents, BOTC, etc. to be linked with their profile. This alleviates City staff having to update documents and reduces redundancy as documents reside with vendor profile rather than each bid/proposal/contract. If documents cannot reside with vendor profile, it would be great if an update for any vendor's documents done by anyone in the system sends a notification to all other affected staff.</p> <p>Option 1: Once existing vendor documents have been updated, all applicable staff receive a notification that there has been a change in the document so that they can validate that it works for their needs. I.e. Insurance document update notification gets sent to risk management, and all applicable contract and project managers working with that vendor.</p> <p>Option 2: Once existing vendor documents have been updated, system attaches updated document to all applicable vendor solicitations or contracts and notifies staff of update so they can validate. Dependent on type of information.</p>
60	C2.5	Solicitation Review	Mod	<p>Ability to link to external websites so City staff can verify and validate vendor compliance with applicable City, State, & Federal regulations (i.e. Contractor's Licensure, Bonds, Prevailing Wage, Insurance, etc.)</p> <p>Links to external websites so that staff does not have to open a separate web browser to gather or validate information that needs to be entered in PeopleSoft</p>
50	S1.13	Solicitation Creation	Mod	<p>Ability to automate system notifications when a Citywide Master Agreement must be used or is potentially available for the proposed bid supplies/services</p> <p>Open to ideas</p>
51	S1.14	Solicitation Creation	Mod	<p>Ability to search using a variety of filters for existing or expired City Master Agreements and On-Call Contracts</p> <p>Citywide Agreements and On-Call Agreements search filter for within system rather than other systems or webpages. Could be a filter, field or link.</p>
52	S1.15	Solicitation Creation	Mod	<p>Ability to automate system notifications when a Citywide On-Call contract is potentially available for the proposed bid supplies/services</p> <p>System notification when an On-Call contract is/ may be available for use for same service or supply. We need to reevaluate how the City uses ON-Call Contracts Open to ideas.</p>
53	S1.16	Solicitation Creation	Mod	<p>Ability to automate system notifications when a Cooperative Agreement already in the system is potentially available for the proposed bid supplies/services</p> <p>System notification when a cooperative agreement is/ may be available for use for same service or supply.</p>
54	S1.17	Solicitation Creation	Mod	<p>Ability to link to pre-set external websites so City staff can search for available Cooperative Agreements (i.e. WSCA/NASPO, US Communities, National IPA, State of CA Department of General Services)</p> <p>Links to external websites so that staff does not have to open a separate web browser to gather or validate information that needs to be entered in PeopleSoft.</p>
57	S3.10	Solicitation Response	Mod	<p>Ability for City Staff to identify which Vendors have viewed Addenda, to include multiple Addenda</p>
67	S4.7	Solicitation Review	MOD	<p>Ability to use City formulas in bid evaluation and provide a Bid Evaluation Cost using those results</p> <p>Two cost totals, one for the bid cost and one for the bid evaluation cost, which takes into account the bid factors so that Evaluation review is quick and painless.</p>
80	V2.10	Vendor Registration	Mod	<p>Ability for Vendor to unregister themselves, which should not remove the record but hide it from the vendor side.</p> <p>Vendors may unregister themselves so that staff does not have to manage phone calls/emails from vendors who want to be removed. Inactivate but not delete.</p>
74	V5.14	Vendor Management	Mod	<p>Ability for Vendor to upload updated information to their profile (i.e. BOTC, Insurance, etc.) and all City staff with current solicitations or contracts associated with that Vendor receive a system or email notification about Vendor's profile update and what was updated</p> <p>Vendor can upload updated insurance documents, BOTC, etc. to be linked with their profile. This alleviates City staff having to update documents and reduces redundancy as documents reside with vendor profile rather than each bid/proposal/contract. If documents cannot reside with vendor profile, it would be great if an update for any vendor's documents done by anyone in the system sends a notification to all other affected staff.</p> <p>Option 1: Once existing vendor documents have been updated, all applicable staff receive a notification that there has been a change in the document so that they can validate that it works for their needs. I.e. Insurance document update notification gets sent to risk management, and all applicable contract and project managers working with that vendor.</p> <p>Option 2: Once existing vendor documents have been updated, system attaches updated document to all applicable vendor solicitations or contracts and notifies staff of update so they can validate.</p>
76	V5.8	Vendor Management	Mod	<p>Ability for City staff to track Vendor Debarment process and documents</p>
59	C2.4	Solicitation Review	Mod	<p>Ability to integrate with other existing City systems so City staff can verify and validate vendor compliance with applicable City requirements (i.e. Business Operations Tax Certificate, etc.)</p> <p>Option 1 - Links to City databases or applications. Option 2 - Information from City databases or systems automatically populates in custom fields in PeopleSoft.</p>
65	S4.5	Solicitation Review	Mod	<p>Ability to integrate with City's Master Address Database or Geographic Information System to validate whether Vendor addresses are within City Limits</p> <p>Want - System validates that a vendor is an LBE by comparing vendor address against GIS boundary.</p>
83	V3.10	Vendor Solicitation	Mod	<p>Ability for Vendor to see process and status of Bid Protests</p>
84	V3.2	Vendor Solicitation	Mod	<p>Ability for Vendor to sort solicitations by date, type</p>
85	V3.6	Vendor Solicitation	Mod	<p>Ability for registered contractors to search for and select other registered contractors as their sub-contractors on individual solicitation responses</p>
62	C2.9	Solicitation Review	Mod	<p>Ability to migrate information from the contract document process back into the vendor registration and solicitation process if needed</p>
46	G1.5	Integration	Mod	<p>Ability for integration with City business applications - Accela (Planning & development, building permits, and inspections application)</p> <p>Ability to link solicitations and contracts to development related tasks and documents.</p>
47	G1.6	Integration	Mod	<p>Ability for integration with City business applications - InforEAM7i, Cityworks, Maintenance Connection & others (Work order systems)</p> <p>Ability to link solicitations and contracts to work order related tasks and documents.</p>
63	S4.3	Solicitation Review	Mod	<p>Ability to integrate with other existing City systems so City staff can verify and validate vendor compliance with applicable City requirements (i.e. Business Operations Tax Certificate, etc.)</p> <p>Option 1 - Links to City databases or applications. Option 2 - Information from City databases or systems automatically populates in custom fields in PeopleSoft.</p>
64	S4.4	Solicitation Review	Mod	<p>Ability to link to external websites so City staff can verify and validate vendor compliance with applicable City, State, & Federal regulations (i.e. Contractor's Licensure, Bonds, Prevailing Wage, Insurance, etc.)</p> <p>Links to external websites so that staff does not have to open a separate web browser to gather or validate information that needs to be entered in PeopleSoft.</p>

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REQ #	Category	Level of Work	REQUIREMENT	Refined Scope
61	C2.6	Mod	Solicitation Review If contract is a result of solicitation already in the system, Ability for City staff to monitor status of additional documentation required for contract, when it is received, and what is outstanding	Some required documents are received during the solicitation submittal phase, but are also required to be part of the contract. automatic system identification of solicitation submittals that are needed in the contract module. Would be great if document migrated too.
37	C3.4	Mod	Contract Management Ability to identify labor compliance requirements and automate system or email notification to labor compliance officers (i.e. prevailing wage, etc.)	When solicitation/contract is created, a field with data that allows for triggers of Labor compliance protocol. Rules based.
44	G1.3	Mod	Integration Ability for integration with City business applications - EMC Documentum suite (Citywide Content Management aka CCM)	Storage of Final Documents in CCM for easy retrieval at later dates.
45	G1.4	Mod	Integration Ability for integration with City business applications - eSignLive by Silanis (Digital signature)	See-Clarification Memo.
48	G1.7	Mod	Integration Ability for integration with City business applications - LCP Tracker (Certified payroll platform for labor compliance)	Notification to multiple users that contract requires labor compliance.
49	G1.8	Mod	Integration Ability for integration with City business applications - Ebix or other (Insurance compliance database)	Notification -Insurance types contract requires and notification for missing insurances. Automatically reference insurance tracking against contract and receive notifications for insurance renewal during the contract term. May have multiple insurance providers for each contract.
38	G2.11	Mod	Implementation Ability to import or migrate solicitation, contract, and vendor data from existing sources (Indicate available formats i.e. word, pdf, etc.)	A data entry screen for entering existing contracts is provided. No vendor or solicitation information will be migrated
42	G2.8	Mod	Implementation Ability to provide additional fields within module Custom Tabs	An example of this would be a data field for triggering labor compliance requirements.
43	G2.9	Mod	Implementation Ability to provide additional fields within module Tabs that are not Custom Tabs	Main interface tabs come with preset fields. Some custom fields that impart important information may likely be needed. (Validation Checkboxes, BOTC Number, etc.)
68	G3.12	Mod	System Workflow and Management Ability to add multiple contract numbers for one solicitation event	For supplies, we often have one solicitation with multiple line items that will result in award to multiple vendors. The solicitation should reference each corresponding contract. (one to many)
69	G3.13	Mod	System Workflow and Management Ability to integrate, reference, and/or track documents associated with each other (i.e. solicitation, council report, resolution, contracts, amendments, change orders, supplemental contracts, plan specs, bonds, etc.)	Currently PeopleSoft does not have this capability, but it was shown in one of the other vendors presentations from RFP #1. PeopleSoft requires you to use its search engine, which may or may not bring up all related documents. We briefly discussed having the connectivity shown in CARA which works great for final documents, but it probably should be in PeopleSoft too for documents in progress.
71	G3.2	Mod	System Workflow and Management Ability for City to make certain fields and/or documents required for Staff to Fill out or Validate	Rules based
73	G3.20	Mod	System Workflow and Management Ability for system to automate selection of Signatory's needed for documents based on City assigned rules (i.e. solicitation/contract type, authorized approvers, author's department)	Third party esign live by Silanis integration (rules based)
72	G3.6	Mod	System Workflow and Management Ability to manage various file formats and documents with version control, both standalone and during collaboration	
35	G4.2	Mod	Archive Ability to archive selected solicitation and contract documents to the Citywide EMC Documentum repository (CCM)	Refer to Clarification Memo-City Task
36	G4.4	Mod	Archive Ability to retrieve archived solicitation and contract documents from the Citywide EMC Documentum repository (CCM) for review in the system	Staff will do their work in PeopleSoft using links to reference materials in CCM. Check Clarification Memo
55	S2.8	Mod	Solicitation Distribution Ability to add a single or multiple Vendors to the bidder/proposer list for a public solicitation using additional criteria	In addition to registered vendors, sometimes staff knows of vendors that are not yet registered that they would like to receive the solicitation.
58	S3.13	Mod	Solicitation Response Ability to secure the cost estimate portion of an RFP until after the response has been opened and reviewed or until selection has been completed, if applicable to the RFP	Role based-Procurement has access to price submission and releases when appropriate.
66	S4.6	MOD	Solicitation Review Ability to validate and track bid guarantees (bonds, cashier check, or certified checks)	Ability to track using custom fields and notify staff for expirations; not validate.
78	V1.1	Mod	Vendor Portal Ability for Vendor Portal to be configured to meet City standard brand and logo	
81	V2.7	Mod	Vendor Registration Ability for Vendor to upload and attach various document types (Word, Excel, PDF, JPG, etc.) to their profile. Documents are tied to Vendor and available for view by City Staff	Need to link from PeopleSoft to CCM for applicable documents.
82	V2.9	Mod	Vendor Registration Ability for Vendor to mark if they can provide Emergency Operations supplies/services. Vendor selects if they are able to provide Emergency Services/Supplies to City, Contact information, and one or multiple Categories they would be willing to supply Emergency Services/Supplies for.	
86	V3.8	Mod	Vendor Solicitation Ability for Vendor to acknowledge that they have read an Addendum to a solicitation	Minimum of a written acknowledgment that they have read and understand all addenda, typically in bid/proposal. Digital accounting of who has downloaded each specific addenda so that staff can monitor it and written acknowledgement as identified in .

REQ #	Category	Level of Work	REQUIREMENT	Refined Scope
87	V3.9 Vendor Solicitation	Mod	Ability for Vendors to withdraw or modify a submission up to when the opportunity closes.	Vendors may withdraw/modify/resubmit submissions so that staff does not have to manage phone calls/emails from vendors who want changes made.
77	V5.9 Vendor Management	Mod	Ability for City staff to track Vendor Debarment status	Field to capture information.
90	C1.0 Contract Development	Con	Ability to create contract document and form templates compliant with City, State, and Federal regulations. Please note if there is a limit to the number of templates that can be created.	
91	C1.1 Contract Development	Con	Ability for administrators to lock down template font style, size, etc.	
92	C1.2 Contract Development	Con	Ability for City staff to assign a category to a contract for future search functionality (i.e. City Master Agreement, On-Call Agreement, Cooperative Agreement, etc.)	
93	C1.2 Contract Development	Con	Ability to automate selection of appropriate contract language and templates based on user input	
94	C1.3 Contract Development	Con	Ability to automate selection of exception and special circumstance contract language and templates based on user input	
95	C1.4 Contract Development	Con	Ability to document and reference award date and Resolution number, if applicable, in contract module and specified contract documents	
96	C1.5 Contract Development	Con	Ability to collaborate and document negotiation of final contract language, terms, and conditions with the selected Vendor(s)	
97	C2.1 Contract Implementation	Con	Ability to migrate information from the solicitation process into the contract document process	
98	C2.2 Contract Implementation	Con	Ability to automate selection of appropriate review, acknowledgement, and approval workflow based on specific data input	
99	C2.3 Contract Implementation	Con	Ability to automate system or email notifications for tasks, requirement deficiencies, deadlines, approvals, etc. to either one or multiple internal/external parties	
100	C2.7 Contract Implementation	Con	Ability to automate system notifications when pre-set City thresholds for spending have been met	
101	C3.2 Contract Management	Con	Ability for City staff not actively involved in the contract process to track the status and process	
102	C3.7 Contract Management	Con	Ability to automate system or email alerts and notifications for staff tasks, deadlines, requirements, deficiencies, renewals, expirations, etc. to either one or multiple internal/external parties	
103	C3.8 Contract Management	Con	Ability to provide contract amendment/supplemental process to ensure that all initial contract documents and future modifying contract documents are maintained/referenced together	
104	C3.9 Contract Management	Con	Ability to automate system notifications when pre-set City thresholds for spending have been met	
105	G2.1 Implementation	Con	Ability to have a user friendly interface with a consistent citywide workflow at all levels (citywide, department, division)	
106	G2.10 Implementation	Con	Ability for system to auto-number solicitation events and contract numbers using City parameters	
107	G2.12 Implementation	Con	Ability for system to recognize numbering for existing solicitations and contracts desired to be imported/added to system, if different from numbering convention of system	
108	G2.14 Implementation	Con	Ability to rollout applicable modules either one at a time, in any order, or all at once	
109	G2.15 Implementation	Con	Ability to set up features now but hide or disable them for a future phase rollout	
110	G2.2 Implementation	Con	Ability to configure distinct workflows within each module or process	
111	G2.3 Implementation	Con	Ability to configure distinct workflows and approval processes within sub-processes	
112	G2.5 Implementation	Con	Ability to configure a workflow to require approval prior to a process beginning (i.e. approval before solicitation is created or posted, approval before contract is created or sent for signatures)	
113	G2.6 Implementation	Con	Ability to attach multiple documents in varying formats, such as PDF, Word, Excel, Jpg, Gif, and other digital formats within any module, process, or component	
165	G3.1 System Workflow and Management	Con	Ability for City staff who are not in a workflow (not actively involved in a process) to track solicitation events, contract processes, and overall status	
166	G3.11 System Workflow and Management	Con	Ability to select which attachments to the solicitation automatically become attachments to the contract	
167	G3.15 System Workflow and Management	Con	Ability to update templates (i.e. language, field addition or removal, etc.) in the Library without causing changes to final documents that have previously used that template	
168	G3.16 System Workflow and Management	Con	Ability to update templates (i.e. language, field addition or removal, etc.) in the Library and reflect those changes in all non-final workflow documents that were created with that particular template. System or Email notification should be sent to those whose documents are affected.	
169	G3.17 System Workflow and Management	Con	Ability to automate system or email alerts and notifications for staff tasks, deadlines, requirements, deficiencies, renewals, expirations, etc. to either one or multiple internal/external parties	
170	G3.18 System Workflow and Management	Con	Ability to use applicable modules without having to use the inventory function to receive supplies from bids and quotes	
171	G3.19 System Workflow and Management	Con	Ability for system to automate population of a coversheet (generated from a template) with City selected sections from solicitation/contract documents	
172	G3.22 System Workflow and Management	Con	Ability to collect signatures from one or more signatories on single or multiple documents	
173	G3.23 System Workflow and Management	Con	Ability for signatories to return documents marked for signature unsigned with comments	
174	G3.24 System Workflow and Management	Con	Ability to track signature workflow process within any module	
175	G3.3 System Workflow and Management	Con	Ability to auto-populate documents and forms with known relevant information, within modules and across modules	
88	G4.1 Archive	Con	Ability for City staff to search for and view current and historical contracts and solicitations with all associated documents	
89	G4.3 Archive	Con	Ability to limit staff and public access to archived proprietary documents or portions of archived documents that are proprietary.	
180	S1.1 Vendor Management	Con	Ability to create solicitation document and form templates compliant with City, State, and Federal regulations. Please note if there is a limit to the number of templates that can be created.	
181	S1.10 Vendor Management	Con	Ability to create other types of vendor outreach as needed	
182	S1.11 Vendor Management	Con	Ability to automate selection of appropriate solicitation language and templates based on user input	
183	S1.12 Vendor Management	Con	Ability to automate selection of exception and special circumstance solicitation language and templates based on user input	
184	S1.2 Vendor Management	Con	Ability for administrators to lock down template font style, size, etc.	
185	S1.20 Vendor Management	Con	Ability to require Vendors to bid on all items, select items, or all items within a group to be eligible for contract award	

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REQ #	Category	Level of Work	REQUIREMENT	Refined Scope
186	S1.22 Vendor Management	Con	Ability to use the sample contract created during solicitation creation as the actual contract in the contract management module with editing capabilities once it has imported	
187	S1.5 Vendor Management	Con	Ability to configure distinct workflows and approval processes for each Solicitation type (Bid, RFX, etc.)	
188	S1.6 Vendor Management	Con	Ability to configure distinct workflows and approval processes for certain types of Supply and Service purchases (I.T., Fleet, etc.)	
189	S1.7 Vendor Management	Con	Ability to request Quotes and create Invitations for Bid (IFB)	
190	S1.8 Vendor Management	Con	Ability to create Request for Bid (RFB), Request for Information (RFI), Request for Proposal (RFP), and Request for Qualifications (RFQ), known hereafter as (RFX's)	
191	S1.9 Vendor Management	Con	Ability to create other types of solicitations as needed	
130	S2.10 Solicitation Distribution	Con	Ability to allow Vendors to add or delete themselves from the solicitation bidder/proposer list	
131	S2.11 Solicitation Distribution	Con	Ability to set rules by solicitation type for how and length of time contract opportunity must be advertised	
132	S2.11 Solicitation Distribution	Con	Ability for City staff to provide documentation of how solicitation was advertised and for how long, as legally required	
133	S2.13 Solicitation Distribution	Con	Ability for City staff to receive Vendor questions within the system for easier tracking and documentation	
134	S2.14 Solicitation Distribution	Con	Ability for system and/or City staff to prevent Vendors from submitting questions after the due date for questions	
135	S2.15 Solicitation Distribution	Con	Ability for City staff to create, collaborate, and approve Addendums to the Solicitation. Please note if there is a limit to the number of Addenda that can be created.	
136	S2.2 Solicitation Distribution	Con	Ability to post Quotes and Invitations for Bid (IFB)	
137	S2.3 Solicitation Distribution	Con	Ability to post Request for Bid (RFB), Request for Information (RFI), Request for Proposal (RFP), and Request for Qualifications (RFQ), known hereafter as (RFX's)	
138	S2.4 Solicitation Distribution	Con	Ability to post other types of solicitations as needed	
139	S2.5 Solicitation Distribution	Con	Ability to automatically distribute a solicitation to Vendors based on self-selected categories (i.e. NAIC Codes)	
140	S2.6 Solicitation Distribution	Con	Ability to issue a non-public solicitation to select Vendors	
141	S2.7 Solicitation Distribution	Con	Ability to manually add a single or multiple Vendors to the bidder/proposer list for a public solicitation, in addition to selecting a category or instead of selecting a category.	
144	S3.1 Solicitation Response	Con	Ability for City staff to respond to a Vendors questions privately or respond to all applicable Vendors	
145	S3.11 Solicitation Response	Con	Ability for City staff to control who opens bids and when bids are able to be opened for City staff review	
146	S3.12 Solicitation Response	Con	Ability to secure uploaded Vendor documents until official opening	
147	S3.14 Solicitation Response	Con	Ability to automate Vendor solicitation responses into the workflow for review	
148	S3.3 Solicitation Response	Con	Ability for City staff to view and monitor the number of Vendor submissions without seeing bid contents prior to bid close	
149	S3.4 Solicitation Response	Con	Ability for City staff to view and monitor which Vendors bid/propose and which Vendors did not bid/propose	
150	S3.5 Solicitation Response	Con	Ability to automate sending of an email outlining submission receipt with time and date stamp to Vendor	
151	S3.6 Solicitation Response	Con	Ability to automate sending of notices for late submissions based on time stamp in system	
152	S3.8 Solicitation Response	Con	Ability for system to automatically block a barred vendor from submitting a response	
153	S3.9 Solicitation Response	Con	Ability for system to generate and maintain bidder lists of all Vendors who have reviewed and/or provided submissions for solicitation	
154	S4.1 Solicitation Review	Con	Ability for City staff to determine electronically that all submission requirements, including information, certifications, and documents, have been provided by a bidder/proposer	
155	S4.10 Solicitation Review	Con	Ability to set up a list of RFX evaluators in the system per event, including external consultants	
156	S4.11 Solicitation Review	Con	Ability to set up a criteria scoring form for RFX evaluation in the system per event	
157	S4.12 Solicitation Review	Con	Ability to push selected RFX results to evaluators in the system for review and scoring	
158	S4.13 Solicitation Review	Con	Ability for City staff to send evaluation instructions and documents to internal and/or external evaluators and store the communication with the Vendor bid/proposal	
159	S4.14 Solicitation Review	Con	Ability for evaluators to document their recommendation for award in the system, either as inputs or an attached document	
160	S4.15 Solicitation Review	Con	Ability to push out RFX or bid award recommendation to internal staff and/or external consultants	
161	S4.2 Solicitation Review	Con	Ability for system to generate and distribute bidder/proposer list, showing names but no pricing, of all Vendors who have provided submissions prior to award	
162	S4.9 Solicitation Review	Con	Ability to consistently apply evaluation criteria to solicitation responses when exceptions and special circumstances apply	
119	S5.1 Solicitation Award	Con	Ability to award a contract to one or more vendors within one solicitation	
120	S5.10 Solicitation Award	Con	Ability for City staff to track Bid Protest process and all documentation, if applicable	
121	S5.11 Solicitation Award	Con	Ability to document award approvals (i.e. Council Approval) in the system	
122	S5.2 Solicitation Award	Con	Ability to award individual line items to different vendors within one solicitation	
123	S5.3 Solicitation Award	Con	Ability to automate sending of final bidder/proposer lists to all Vendors who have provided solicitation responses by submission deadline, preferably with award response letter	
124	S5.4 Solicitation Award	Con	Ability to automate award response letters (mail-merge functionality) such as Intent to Award, Notice of Department Recommendation, etc. based on bidder list and award selection	
125	S5.5 Solicitation Award	Con	Ability for City staff to control the level of detail released publicly within bid/RFX results	
126	S5.6 Solicitation Award	Con	Ability for City staff to notify intended award Vendor of additional documentation required for contract phase	
127	S5.7 Solicitation Award	Con	Ability to push out RFX or bid award to internal staff and/or external consultants	
128	S5.8 Solicitation Award	Con	Ability to notify City staff who are not in the workflow when a contract has been awarded	
129	S5.9 Solicitation Award	Con	Ability to collaborate and document Bid Protest process with the applicable Vendor(s), if applicable	
142	S6.1 Solicitation Management	Con	Ability to track status and critical dates of solicitation process from start to finish	
143	S6.2 Solicitation Management	Con	Ability to automate system or email alerts and notifications for staff tasks, deadlines, requirements, deficiencies, renewals, expirations, etc. to either one or multiple internal/external parties	

FINAL DRAFT

REQ #	Category	Level of Work	REQUIREMENT	Refined Scope	
163	T1.1	System	Con	Configure Environments for DEVELOPMENT, TEST, TRAINING, and PRODUCTION	
164	T1.2	System	Con	Ability to provide system architecture to concurrently support City estimated usage with a response time of less than 2 seconds	
114	T2.1	Security	Con	Ability to provide appropriate level of security and data privacy for all documents within the system, in compliance with City policies	
115	T2.2	Security	Con	Ability to provide role based functionality that allows for varying levels of user views, approvals, and access. Please note if there is a limit to the number of roles that can be created.	
116	T2.3	Security	Con	Ability to apply full administrative access and rights to more than one user.	
117	T2.4	Security	Con	Ability to provide role based functionality that allows for control of view, approval, and access by vendors.	
118	T2.5	Security	Con	Ability for tasks to be reassigned to alternate staff, who may or may not have same role, when assigned staff is out of office	
202	V1.2	Vendor Portal	Con	Ability for Vendor Portal to conform with federal law and City codes pertaining to web standards and accessibility	
203	V1.3	Vendor Portal	Con	Ability for Vendor Portal to be available to Vendors 24 hours a day, 7 days a week, 365 days a year except for scheduled maintenance activities	
204	V1.4	Vendor Portal	Con	Ability for Vendor Portal to be web based and optimized for small screen devices	
205	V1.6	Vendor Portal	Con	Ability to provide system architecture for Vendor Portal to concurrently support City estimated usage with a response time of less than 2 seconds	
206	V2.2	Vendor Registration	Con	Ability for Vendors to Self-Register using a secure web-portal	
207	V2.3	Vendor Registration	Con	Ability for Vendors to use automated password reset	
208	V2.6	Vendor Registration	Con	Ability for Vendors to maintain their profile, including contact information and documents	
209	V2.8	Vendor Registration	Con	Ability for Vendor to select one or multiple self-selected categories (i.e. NAIC Codes) associated with their offered Services/Supplies	
210	V3.1	Vendor Solicitation	Con	Ability for Vendor to view and download solicitations posted by City staff	
211	V3.12	Vendor Solicitation	Con	Ability for Vendor to see all solicitations they have responded to in the system, current and historical	
212	V3.4	Vendor Solicitation	Con	Ability for Vendor to respond to solicitations electronically and to upload additional documents as part of the solicitation response	
213	V3.7	Vendor Solicitation	Con	Ability for Vendor to send questions about a solicitation to City staff using the system.	
176	V4.1	Vendor Contracts	Con	Ability for Vendor to view and markup Contract versions created by City Staff	
177	V4.3	Vendor Contracts	Con	Ability for Vendor to view Purchase Order Status for all of their own active Contracts	
178	V4.4	Vendor Contracts	Con	Ability for Vendor to view Payment Status for all of their own active Contracts	
179	V4.5	Vendor Contracts	Con	Ability for Vendor to see all contracts they have in the system, current and historical	
192	V5.1	Vendor Management	Con	Ability for City to make certain fields and /or documents required for Vendor Registration	
193	V5.10	Vendor Management	Con	Ability for City staff to track Vendor activity status	
194	V5.11	Vendor Management	Con	Ability for City Staff to sort and identify Vendors based on broad and specific industries	
195	V5.12	Vendor Management	Con	Ability for Vendor to respond in system to registration reaffirmation or removal notices	
196	V5.2	Vendor Management	Con	Ability for system to automatically accept Vendor registration if all requirements have been met	
197	V5.3	Vendor Management	Con	Ability for City staff to manually enter a vendor into the system	
198	V5.4	Vendor Management	Con	Ability to create vendor document and form templates for communication with vendors. Please note if there is a limit to the number of templates that can be created.	
199	V5.5	Vendor Management	Con	Ability for City staff to track vendor requirement compliance (i.e. Business Operations Tax Certificate, Local Business Enterprise, etc.)	
200	V5.6	Vendor Management	Con	Ability to automate system or email notifications for tasks, requirement deficiencies, expirations, deadlines, etc. to either one or multiple internal/external parties	
201	V5.7	Vendor Management	Con	Ability for City staff to track overall vendor performance status with the City. Prefer automated process not manual selection of vendor rating.	

Exhibit A – Attachment 3

Scope of Work for Local Business Enterprise Component

The City of Sacramento is requesting resources to assist in the delivery of City project activities including, but not limited to, the following:

1. City Project Planning
 - a. Project Schedule Reviews
 - b. Communications Plan
 - c. Risk and Issues Management Plan
 - d. Project Management Plan Reviews
2. City Project Execution
 - a. Quality Assurance Reviews
 - b. Communications
 - c. Status Meetings
 - d. Steering Committee Meetings
3. City Project Monitoring and Controlling
 - a. Project Management
 - b. Risks, Issues, Action Items
 - c. Requirements Traceability
 - d. Project Change Requests
 - e. Review of Vendor Deliverables
 - f. Project Schedule Updates
 - g. Quality Control
 - h. Project Status Reports
4. City Project Development
 - a. As-Is and To-Be Workflows
 - b. Change Management
 - i. Change Readiness
 - ii. Supplier Outreach
 - c. Testing
 - i. Review of Vendor Test Results
 - ii. Test Scenarios for User Acceptance Testing (UAT)
 - iii. Test Cases for UAT
 - iv. Test Scripts for UAT
 - v. Regression Testing for UAT
 - d. Training
 - e. Documentation
5. City Deployment Planning
 - a. Post Implementation Lessons Learned

The total cost of the resources to assist in the delivery of City project activities is \$99,820, for approximately 1,040 hours, and will be paid in twelve equal monthly payments.

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 1,996,400.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within 30 days after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Project Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

- D. Requests for payment shall be sent to e-mailed to apinvoices@cityofsacramento.org.
Alternatively, requests for payment may be sent to:

A/P Processing Center
City of Sacramento
915 I Street, FL 4
Sacramento, CA 95814-2608

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.
8. **Price protection for Additional Services.** During the term of this Agreement, Additional Services described in paragraph 5 above, shall be performed by CONTRACTOR at hourly rates not to exceed those specified in Attachment 1 to Exhibit B, for each of the CONTRACTOR personnel assigned to perform such services.

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

Deliverable – Milestone (1)	Fees
Project Scope Document	
Detailed Project Plan (Milestone)	\$91,656
Fit/Gap Completed (Milestone)	\$445,536
Fit/Gap Discovery Document	
Gap Resolution Document	
Test Plan and Acceptance Criteria Document	
Training Plan Document	
Project Planning Completed (Milestone)	\$87,000
Detailed Design Document Completed	
Training Documentation Completed	
Process Redesign Plan Document	
Deployment Plan Document	
Departmental Impact Plan Document	
Design/Strategy Completed (Milestone)	
Deploy/Configure PeopleSoft Modules	\$340,000
Test Script Creation Completed	\$140,000
Unit/System Testing Completed (Milestone)	
Training Delivery Completed	\$77,677
Functional Testing (Pre-Production) Completed	\$77,677
Integration Testing in (Pre-Production) Completed	\$77,677
Final Configuration Documentation Completed	\$77,677
Detailed Design Document (Production) Completed	\$77,680
User Acceptance Testing Completed (Milestone)	\$64,000
Support Documentation Complete	
Knowledge Transfer Completed	
Migration to Production Completed	
Pre-Release Production Checkout Completed	
Go-Live / Cutover Completed	
UAT & Production Validation Completed (Milestone)	\$30,000
Post Go-Live Production Support Completed (Milestone)	\$50,000
Subtotal	\$1,636,580
Customization Reserve (2)	\$260,000
Local Business Enterprise Component– City Project Management (Exhibit A – Attachment 3)	\$99,820
Total Contracted Fees	\$1,996,400

- (1) A Project Milestone / Deliverable Acceptance Form (Attachment 2 to Exhibit B) must be submitted by the CONTRACTOR for review and approval by CITY.
- (2) The Customization Reserve will be utilized for technical and functional hours required for customizations based upon the solution design, along with additional travel expenses if more onsite activities are required. Customizations are defined as modifications to delivered PeopleSoft functions/code or newly developed functions/code within the PeopleSoft domain. The additional fees required would be based upon the calculated hours and the rates noted below. Any additional travel expenses would be based upon actual travel expenses incurred.

The dollar amount in the Customization Reserve represents the not-to-exceed amount for completing the customizations identified in Exhibit A - Attachment 2. Should the Steering Committee approve a request for customization to satisfy a requirement identified in Exhibit A - Attachment 2, money will be drawn from the Customization Reserve. Amounts drawn will be determined by the customization work estimate included in the approved request for customization. The deliverable payment schedule will then be updated to include a line item for the approved customization. Upon completion of the Project Scope Document, the City will have a final list of approved customizations for the project and the total hours required to complete those customizations.

Any unallocated Customization Reserve dollars may be used by the City project manager to fund Additional Services, as needed, subject to the Steering Committee's approval process. Upon approval of such services, money will be drawn from the Customization Reserve according to the estimate to complete such services and the deliverable payment schedule will be updated to include a line item for the approved services.

The CONTRACTOR will invoice the CITY fees upon completion of the above deliverables. The CITY will have 10 business days to communicate suggested changes or approve deliverables. The CITY is not required to make payment on deliverables (or portions of deliverables) that have not been approved. The below table summarizes the rates for each project team role. The rates would be utilized to determine Customization Reserve fees, along with any project change orders.

Project Team Role	Rate
Executive QA	\$167
Project Manager	\$162
Functional Leads	\$157
Technical Leads	\$147
International Technical Leads	\$55
International Technical Consultants	\$45

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement;

or

X Furnish the following facilities or equipment for the Agreement:

- Access to facility space, network, applications, other IT systems and any other facilities or equipment reasonably necessary to complete the scope of services outlined in this agreement.

FINAL DRAFT
EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT
GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

- 3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

- 4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

- 5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

- 6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and

technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of

one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” _____(CONTRACTOR initials)

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. _____(CITY Representative initials)

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” _____(CONTRACTOR initials)

(5) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is X Is not _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least 1 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests’ rating of not less than A:VI. Page 41 of 51
Self-

insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including

procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR’s obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not

be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the “Ordinance”), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor’s operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

“Contract” means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. “Contract” also means a written agreement for the exclusive use (“exclusive use” means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City’s use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

“Contract” shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the “Employer”) entered into a contract with the City of Sacramento (the “City”) for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City’s Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

FINAL DRAFT

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

EXHIBIT F
FINAL DRAFT
PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute “public works” under California Labor Code section 1720 *et seq.*, and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as “Public Work”), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

- 1. Workers’ Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Signature

- 2. DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____

Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant's current DIR registration number.

3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than \$25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is \$30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.
5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.
6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.