**RFP Number:** RFP # IS18-14

**RFP Title:** RFP for Enterprise Resource Planning System (ERP) Procurement

<table>
<thead>
<tr>
<th>Submittal Deadline</th>
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<tr>
<td><strong>Deadline</strong></td>
<td>November 17, 2017 @ 4:00 PM PST</td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>Patricia Garcia, Buyer</td>
</tr>
<tr>
<td><strong>Submittal Form</strong></td>
<td>VIA EMAIL ONLY</td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><a href="mailto:ERPRFP@oxnard.org">ERPRFP@oxnard.org</a></td>
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**RFP TIME LINE:**

The anticipated schedule for this RFP is as follows:

<table>
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<tr>
<th>Activity</th>
<th>Date/Time</th>
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<td>Recommendation to Council</td>
<td>March 2018</td>
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</tbody>
</table>
Ladies and Gentlemen:

The City of Oxnard invites proposals from qualified vendors to provide all or part of an Enterprise Resource Planning solution for the City. The City will consider solutions that are Software-as-a-Service (Saas) or On-Premises systems; preference will be given to the systems where functionality is superior. Vendor’s proposals will be preferred if they are providing most, if not all, components of a complete solution, even if they are partnering with other vendors to complete their solution.

This request for proposal is made up of the following sections: A. RFP Narrative, which includes the City’s General Terms and Conditions and two (2) Attachments, a sample Consulting Services Agreement and insurance requirements, B. Functional Requirements, and C. Proposal Response Forms. For your bid, you are required to return B and C in their native format as provided and completed by your firm.

Proposers will be responsible to carefully examine the requirements contained herein.

Proposals will be received via email only by 4:00 p.m. on November 10, 2017. A copy of the requirements, specifications and proposal documents may be obtained from the Purchasing Office or may be obtained at the City’s website: http://www.oxnard.org. Any inquiries regarding this notice should be directed to Patricia Garcia, Buyer at 805-385-7538 or email ERPRFP@oxnard.org. Your email subject must be marked “RFP – ERP SPECIFICATION & PROCUREMENT”. Proposals will not be opened publicly.

If you have any questions, please call (805) 385-7538 or email ERPRFP@oxnard.org.

Sincerely,

Patricia Garcia
Buyer
City of Oxnard
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1.0 INTRODUCTION AND VENDOR INSTRUCTIONS

1.1 Introduction

The City of Oxnard, California invites qualified vendors to provide a proposal for the implementation of a comprehensive, turnkey, fully-integrated Municipal Enterprise Resource Planning (ERP) System. The system may either be web-based (SaaS “software as a service”) that is hosted and fully supported by the Vendor or City-hosted.

Services associated with the implementation of the Municipal Enterprise Resource Planning System would include: project management, system design, hardware, any software customization to meet specifications, interface development, systems integration, data migration, testing, implementation and training.

1.2 City of Oxnard Background

The City of Oxnard, located along the coast of Southern California, is the 19th most populous city in California and the most populous in Ventura County. Oxnard has grown into a business and residential community and is listed as one of the wealthiest areas in America, with its residents making well above the average national income. The City lies approximately 30 miles west of the Los Angeles city limits, and boasts a population 207,906. Oxnard occupies 39.21 square miles of land along the Pacific Ocean.

The City’s 1200 full-time staff offer a full line of services including: police, fire, maintenance of city streets and lighting, building inspection and permitting, code enforcement, electric, water, stormwater, sewer, sanitation, animal control services, development services, public works services, parks & recreations, 62 acres of beach park facilities (including public walking trails, basketball courts, playground, picnic equipment), library, Community Center, Heritage Square, and Carnegie Art Museum.

The City acquired the SunGard Public Sector (HTE) system over two decades ago. Since that time, it has enhanced the system’s capabilities through the implementation of SunGard’s Click2Gov application which provides for more modern functionality, such as online payments. However, the system does not meet the City’s growing needs, especially in the areas of reporting, GIS integration and mobility.
1.3 Project Intent

The City of Oxnard is currently seeking to replace its current Superion (SunGard Public Sector (HTE)) municipal system.

1.3.1 Scope

Proposals are being sought through this RFP for a project that includes acquisition of:

- Finance Capabilities (i.e., General Ledger, Budget, Capital Project & Grant Accounting, Accounts Receivable, Bid Management, Requisitions, Purchasing, Contract Management, Accounts Payable, GASB 34, Utility Billing, General Financial Reporting)
- Human Resources Capabilities (i.e., Personnel, Payroll, Benefits, Applicant Tracking, Performance Management, Expense Reimbursement)
- Self-Service Capabilities for Constituents, Businesses and Clients
- Development Services Capabilities (i.e., Planning/Zoning, Permits & Inspections, Business Licensing, Special Assessments, Code Enforcement)
- Asset Management Capabilities (i.e., Asset Tracking, Inventory, Fleet, Work Orders)
- Citizen Relationship Management Capabilities (i.e., Contact Management, Self-Service)
- Integrated and Robust Field Mobility Capabilities
- Employee Self-Service Capabilities
- Integrated and Robust Citizen Self-Service Capabilities
- System Integration Services
- Interfaces to certain City systems
- Training
- Maintenance Services.

1.3.2 City’s Preferred Solution

The City plans to implement an industry standard, commercial-off-the-shelf modular software solution that is configurable by the City staff and requires few, if any, modifications to the software to meet the City’s needs.

The City will choose the best functional fit to meet its needs. The City understands that no one vendor may be able to provide the optimal solution. Consequently, the City is soliciting and will evaluate solutions that provide one or more components of the solution. These solutions will be evaluated on the basis of their ability to meet the City’s functional requirements and share data between other components as needed to meet the City’s objectives as outlined in 1.3.3 below.

The City has standardized on Google G Suite for Enterprise, but also has Microsoft Office installed on Windows and Mac desktops. We are not standardized on Office or Windows, but support Windows, Chrome OS, macOS and Linux. It should be understood that a City employee using Chrome OS and G Suite apps must be able to perform and utilize all of the primary ERP system functions via a Chrome browser.
The City is looking to establish a long-term relationship with a vendor. As such, the City is looking for a vendor whose primary business is the Public Sector and has a proven track record of

- Financial stability
- Successfully implementing its system with similar sized cities to Oxnard
- Successfully implementing its system in California, with at least three (3) deployments in the last five (5) years
- Sustained history of significant re-investment in its software to keep it modern in terms of functionality and platform.

It is critical to the success of this project that the vendors perform extensive business analysis and provide process improvement recommendations to take full advantage of the proposed solution’s potential. Solutions that are inflexible and require complete changes to our existing process are unlikely to be selected. A balanced approach that allows for configuration changes to adjust the software to meet our needs is the most likely to succeed.

1.3.3 City’s Objectives

The objectives of this deployment include:

- Operate within a modern digital government architecture
- Automate and integrate functions currently requiring manual intervention
- Automate manual processes to reduce staff workloads
- Reduce/eliminate redundant data entry
- Ability to rapidly recover the ERP system from a critical event through an Active-Active architecture
- Bi-directional integration with GIS functionality
- Provide improved data analysis and reporting through easy for average users to use, customizable reporting tools and modern analytical toolsets
- Provide citizen self-service capabilities for Online Payments, Utility Billing, Licenses, Permitting, Inspection Status Review, Maintenance Request Reporting, and other functions
- Provide employee self-service capabilities for Demographics, Expense Reporting, Time Reporting, Payroll and Benefits functions
- Move to a system that provides a high degree of configurable parameters instead of customization
- Have a fully integrated Electronic Document Management System for file scanning, storage, electronic forms processing, and workflow
- Encourage new process development.

1.3.4 Vendor Solution Preferences

The City prefers to partner with as few vendors as necessary to meet its needs. Vendors are encouraged to partner with subcontractors to close functionality gaps, as necessary. The City also prefers an integrated set of modules over interfaces.
That said, it should be understood that the City will accept proposals from Vendors who respond to one or more components of the total ERP solution; however, preference will be given to vendors responding with more complete solutions.

1.3.5 Project Elements

The City requires proposals with the following project elements:

- City-hosted Solution, Software as a Service, or both, including business continuity capabilities
- Business Process Engineering
- Server hardware and software setup (if required) to include:
  - Operating System
- Application Software (as described in Section 1.3, above)
- Software Implementation
- GIS Integration
- Data Migration
- Internal and External System Interfaces
- Comprehensive System Training
- Software Maintenance & Support.

Additionally, the City of Oxnard seeks assurance of:

- Effective Project Management by the Vendor and the Vendor’s Project Manager within the Vendor’s organization
- Long-term useful life of the system
- Vendor’s commitment to keeping the system state-of-the-art
- Competitive prices.

The City of Oxnard desires to procure the most appropriate system within its financial means from a qualified vendor at a firm, fixed price. The City of Oxnard prefers to purchase an existing system that is in use by other similar municipalities and is proven effective. Contracts shall be made only with a responsible Vendor who possesses the ability to perform successfully under the terms and conditions of this proposed procurement. Consideration shall be given to such matters as software and hardware quality, Vendor integrity, record of past performance including prior successful implementation of proposed products, and financial and technical resources.

Each firm submitting a proposal must have established a state and/or national reputation for the planning, supplying, installing and maintaining their systems.

Although the City of Oxnard is requesting proposals for complete systems, including hardware, software, and services that include any and all third-party components, the City of Oxnard may choose not to acquire all optional system components. The City may also exercise the option to procure third-party components directly using vendor-provided specifications (e.g., servers, field mobility devices).
City of Oxnard
RFP for Enterprise Resource Planning (ERP)

It is important for the proposers to understand that the City has invested in its infrastructure and expects to leverage that infrastructure. If required, the Vendor is expected to (a) specify hardware and network requirements as part of its proposal, and (b) propose services that enable it to certify that the hardware and network utilized by the City meets its minimum standards so that the Vendor can comply with performance requirements specified in this RFP.

1.4 Key System Functions

Certain key system functions are of particular interest to the City. These will be given a higher weight during the evaluation process and must be shown during the Demonstration phase of the evaluation process.

- Overall System
  - Integrated system data flow with minimized reentry
  - Easy, intuitive, and powerful user-driven reporting and analytics
  - GIS integration
  - Configurable to City workflow processes
  - Fully functional and integrated employee and citizen self-service capabilities
  - Full integration with document management and imaging capabilities
  - Integrated task alerting functionality (e.g., configurable portal)
  - Highly configurable workflow throughout the system
  - Operate upon converted and newly entered data
  - Single sign-on for all modules of the integrated system
  - Identity management and strong authentication
  - Simplified learning curve

- Finance & General Accounting (General Ledger, Accounts Payable, Accounts Receivable)
  - Integrated budget functionality with ability to enter, display and drill down on budget information in a worksheet-style format
  - Cash management capabilities that tightly integrate with electronic banking and other related external agencies
  - Simplified and integrated check printing process
  - Procurement process management
  - Produce standard CAFR reports
  - Configurable, detailed reporting tools
  - Centralized payment and collections capabilities
  - Bid/Contract Management and related tracking functionality

- Utility Billing
  - Ability to process addressing for multi-regional area
  - Either an interface to Selectron IVR or provide similar capabilities
  - Citizen self-service functionality

- Human Resources
o Onboarding/offboarding capabilities
o Integrated payroll functionality
o Integrated pension functionality
o Time and attendance tracking, including self-entry, online, automated time reporting/timesheet entry
o Staffing and scheduling functionality
o Employee self-service functionality (e.g., self-entered electronic timesheets, query on what-if scenarios for benefits, complete federal forms)
o Automated employee expense reimbursements
o Integration with 3rd party benefits management (Discovery Benefits, Keenan Solutions for Open Enrollment)

- Development Services
  o Digital review capabilities
  o Property genealogy tracking
  o Liens tracking
  o Citizen self-service functionality
  o Address validation through city-wide database
  o Field mobility capabilities for inspections & code enforcement, including routing and automated prioritization
  o Drill down on all relevant information through the entry of unique geographic identifier

- Asset Management
  o Inventory tracking through barcode capabilities
  o Keep physical and parts inventories
  o Unified work order system
  o Integration or capability of use with external fleet management firm
  o GIS integration for asset location tracking on local map

- Citizen Relationship Management
  o Work order integration

1.5 RFP Outline

The following table provides an outline of the RFP.

<table>
<thead>
<tr>
<th>#</th>
<th>Section</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Introduction &amp; Instructions</td>
<td>This section contains background information, instructions on how to submit a proposal and a guideline for the proposal contents and format.</td>
</tr>
</tbody>
</table>
# Section | Purpose
--- | ---
2.0 Background and New Systems Objectives | This section provides an operational background of the agency and a description of the current systems, as well the requirements for new ones.
3.0 Hardware/Network Requirements | This section provides the requirements for hardware and network, as applicable.
4.0 Service & Maintenance Requirements | This section contains requirements for ongoing system maintenance and other services over the life of the system(s).
5.0 Performance Requirements | This section contains requirements for the initial and ongoing performance of the system(s).
6.0 Implementation Requirements | This section contains requirements for the conduct and completion of the implementation period.
7.0 Contract Requirements | This section defines the City’s contractual requirements in forming a general business relationship with the Vendor.
8.0 Price Requirements | This section describes the pricing details required and the payment and other related terms.

## Attachments

Attached files:
- Proposal Response Forms
- Functional Specification Response Forms
  - General System Requirements, as applicable
  - Finance Requirements
  - Human Resources Requirements
  - Development Services Requirements
  - Asset Management Requirements
  - CRM Requirements
  - Utility Billing Requirements
## 1.6 Proposal Process Instructions

### 1.6.1 Significant Dates

It is intended that the following dates will govern this procurement. They are subject to change at the discretion of the City.

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<tr>
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<td>January 2018</td>
</tr>
<tr>
<td>Recommendation to Council</td>
<td>March 2018</td>
</tr>
</tbody>
</table>

### 1.6.2 Communication with the City of Oxnard

All communications regarding this RFP from Vendors and other sources must be directed to the RFP Coordinator as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Buyer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Patricia Garcia</td>
</tr>
<tr>
<td>Phone</td>
<td>805-385-7538</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ERPRFP@oxnard.org">ERPRFP@oxnard.org</a></td>
</tr>
</tbody>
</table>

Contact with the City of Oxnard or any of their employees regarding this procurement is expressly prohibited without prior consent of the City’s Buyer.

### 1.6.3 Pre-Proposal Conference Call & Questions

The purpose of the Pre-Proposal Conference Call is to provide interested vendors with an opportunity to obtain clarification, from subject matter experts, regarding the specifications and requirements outlined in this RFP. The content of the Pre-Proposal Conference will not be official nor binding upon the City; all questions asked during the Conference must still be submitted in writing for an official response to be provided by the City as part of the Final Addenda; this will be posted on the date shown in Section 1.6.1, above.

Priority for the conference call will be given to all questions, comments and requests received via e-mail no later than one (1) business day prior to the conference call. This will allow the RFP Coordinator time to review the questions and prepare responsive information prior to the pre-proposal conference call.
Vendors are encouraged to submit questions or comments, or make requests for information or clarifications until the Final Written Questions Due date identified in Section 1.6.1. All questions must be submitted via email to the address in Section 1.6.2. No additional questions will be responded to after the Written Questions Due date listed in Section 1.6.1.

The Pre-Proposal Conference Call date is listed in Section 1.6.1; this meeting is NOT mandatory. The meeting will be held via conference call. Instructions for the dial-in to the conference call can be obtained by sending an email to the City’s Buyer at the email address in Section 1.6.2.

1.6.3.1 Addenda and Interpretation

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer.

1.6.4 Proposal Submittal

On or before the Proposal Submission Deadline identified in Section 1.6.1, Vendors must deliver their proposal response via email to the City’s Buyer at the email address in Section 1.6.2. The incoming attachment size is fifty megabytes (50mb) per email. No physical CDs, thumb drives or paper copies will be accepted.

Your proposal must be accompanied by a cover letter from your company, signed by the person authorized by your company to commit your company to all instructions, conditions and pricing as defined, or entered in or on, the documents. The authorized signature indicates that your company has read, understands and agrees to all instructions and conditions included in this request.

Submission via email conforming to the City’s Required Format identified in Section 1.7.1 will be considered compliant; all other response formats will be considered non-compliant and can be rejected without review. Supplemental information may be included but will not be considered as part of the formal review process.

All proposals must be delivered to the email address shown below on or before the Proposal Submission Deadline identified in Section 1.6.1. Emails must include the text identified below in the Subject line.

<table>
<thead>
<tr>
<th>Email Address</th>
<th><a href="mailto:ERPRFP@oxnard.org">ERPRFP@oxnard.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Subject Header:</td>
<td>RFP # IS18-14 – ERP Procurement</td>
</tr>
</tbody>
</table>

In addition, Vendors must follow the format outlined in Section 1.7.1 and fill out completely the form(s) furnished in Functional Requirements Response (FRR) forms and Proposal Response Forms, which include any City Required Forms.
Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposal results will be available after proposals have been reviewed.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer’s authorized agent must sign such request.

1.7 Definitive List of Proposal Contents

The City of Oxnard requires a uniform proposal format so that all proposals can be fairly evaluated. Proposals should be prepared on standard 8 ½” by 11” paper using a legible font size (i.e., minimum 12 point).

Proposal submissions must include all RFP components, as listed in 1.7.1 below and must be submitted to the City per Section 1.6.4 on or before the Proposal Submission Deadline identified in Section 1.6.1. For supplemental information required to clarify your response, place that information at the end of the section marked “Vendor Supplemental Information” in the Proposal Response Forms.

Responses to the Proposal Response Forms and Functional Requirements Response (FRR) forms MUST BE RETURNED in their native formats (MS Word, Excel) in the format outlined. Electronic images or .pdf versions of these files will be considered non-compliant.

1.7.1 Response Format

Vendors are advised that the City of Oxnard’s ability to evaluate proposals is dependent on the Vendor’s ability and willingness to submit proposals which are well-ordered, detailed, comprehensive, and readable, and in the native formats they were issued in. Clarity of language and adequate, accessible documentation is essential.

Vendors must follow the response format outlined in the table below. In addition, response forms have been provided and must be used to allow each Vendor to provide a uniform response. The forms include:

- **Proposal Response Forms.** The Vendor is required to use the Proposal Response Forms contained in this volume for their proposal response. This volume contains response information from the Vendor related to qualifications and references, functional requirements, hardware and network requirements (if required), contractual requirements and price proposal. All proposal responses must be entered into the electronic form (MS Word) provided as part of the Vendors proposal response. Electronic images or .pdf versions of these files will not be accepted as compliant.

- **Functional Requirements Response Forms.** The Vendor is required to use the Functional Requirements Response Forms contained in this volume for their proposal response. This volume contains detailed descriptions of all technical and functional specifications and requirements for the proposed system. All Technical proposal responses must be entered
into the electronic form (MS Excel) provided as part of the Vendors proposal response. Electronic images or .pdf versions of these files will not be accepted as compliant.

<table>
<thead>
<tr>
<th>Item</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td>Submit a copy of the cover letter on your letterhead signed by the responsible official in your organization, certifying the accuracy of all information in your proposal, and certifying that your proposal will remain valid for a period of at least ninety (90) calendar days from the date of proposal due date. It should also include the names of individuals within the company to contact for technical, pricing, and contractual questions.</td>
</tr>
</tbody>
</table>

Use the Proposal Response Forms to respond to the following sections:

- **Section 1.0: Qualifications and References Response**
  - Use the attached MS Word file titled, “Proposal Response Forms,” to respond to this section.

- **Section 2.0: Functional Requirements Response**
  - The requirements for all of the software systems covered by this procurement are described in the MS Word file titled “RFP Response Forms”. Respond directly into MS Word File. Respond to the functional requirements by entering directly into the MS Excel spreadsheet titled “RFP Functional Requirements”.

- **Section 3.0: Hardware/Network Requirements Response**
  - Respond to RFP Section 3. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Where the RFP asks for lists or detailed supplemental information, place that information in the Vendor Supplemental Information at the end of the section. Include a schematic of the system.

- **Section 4.0: Service and Maintenance Requirements Response**
  - Respond to RFP Section 4. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Where the RFP asks for lists or detailed supplemental information, place that information in the Vendor Supplemental Information at the end of the section.

- **Section 5.0: Performance Requirements Response**
  - Respond to RFP Section 5. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Where the RFP asks for lists or detailed supplemental information, place that information in the Vendor Supplemental Information at the end of the section.
<table>
<thead>
<tr>
<th>Item</th>
<th>Instructions</th>
</tr>
</thead>
</table>
| Section 6.0: Implementation Requirements Response | Respond to RFP Section 6. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Place the following information in the Vendor Supplemental Information:  
- Detailed, preliminary Statement of Work.  
- Detailed, preliminary Implementation Plan.  
- Names and resumes for the Project Manager and staff.  
- Project organization chart, and resumes for the specific persons, and only the specific persons, who will work on this project. |
| Section 7.0: Contractual Requirements & City Forms Response | Review the contract terms in this section. Note any exceptions to the terms in the “RFP Response Forms,” Section 7. |
| Section 8: Price Proposal | Follow the instructions in RFP Section 8 for preparing cost summary, explanatory notes, and back-up details. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. |
| Attachments: | Attachment A- Vendor’s Software as a Service (SaaS) Statement of Services  
Attachment B – Brochures / specification / contracts for proposed products as necessary. |

### 1.7.2 SaaS Statement of Service

If you are submitting a SaaS proposal, attach a sample Software as a Service (SaaS) Statement of Service proposal with your response that would meet the service needs of the City. The Statement of Service needs to include, but is not limited to:

- Services Description
- Start Date and End Date
- Authorized Users and Services Fees
- Storage Threshold(s)
- Technical Support
  - Request for Technical Support
  - Problem Severity Levels 1 and 2 Response and Resolution
  - Problem Severity Levels 3 and 4 Response and Resolution
- Technical Support Problem Severity Levels
  - Problem Severity Level 1 to 4
- Description of each Level
- Request Response Time per Level
- Request Resolution Time per Level

- Customization / Integration Services
- Training Services
- Service Levels
  - Availability Service Level
    - Definitions
    - Service Level Standard
    - Calculation
    - Performance Credit
    - Example Calculation
  - Services Response Time Service Level
    - Definitions
    - Service Level Standard
    - Calculation
    - Performance Credit
    - Example Calculation
  - Technical Support Problem Response Service Level
    - Definitions
    - Service Level Standard
    - Calculation
    - Performance Credit
    - Example Calculation
  - Subscriber Satisfaction Survey Service Level
    - Definitions
    - Service Level Standard
    - Calculation
    - Performance Credit
    - Example Calculation

## 1.8 Evaluation & Award Process

The City of Oxnard will conform to the evaluation and award process below, subject to change at the City’s discretion.

- Proposals will be objectively evaluated by a committee based on conformity to the specifications as determined by the evaluation criteria in RFP Section 1.9, and a short list will be developed.
- Short-listed Vendors may then be evaluated based on references, oral presentations, demonstrations and site visits to similar installations. Written responses to queries for further clarification may also be required.
- Final scoring will be based on the criteria given in Paragraph 1.10.
- Best and Final offers may be requested from the Short-listed Vendors.
- Contract negotiations will begin immediately with the selected Vendor.
1.9 Initial Evaluation Criteria

The City will evaluate Vendors’ proposals based on the completeness and quality of their responses to all sections.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Qualifications &amp; Experience</td>
<td>10</td>
</tr>
<tr>
<td>2.0</td>
<td>Functional Systems Proposal</td>
<td>25</td>
</tr>
<tr>
<td>3.0</td>
<td>Hardware and Network Proposal</td>
<td>5</td>
</tr>
<tr>
<td>4.0</td>
<td>Service &amp; Maintenance Proposal</td>
<td>5</td>
</tr>
<tr>
<td>5.0</td>
<td>Performance Proposal</td>
<td>5</td>
</tr>
<tr>
<td>6.0</td>
<td>Implementation Proposal</td>
<td>5</td>
</tr>
<tr>
<td>7.0</td>
<td>Contractual Proposal</td>
<td>10</td>
</tr>
<tr>
<td>8.0</td>
<td>Price Proposal</td>
<td>10</td>
</tr>
</tbody>
</table>

1.10 Final Evaluation

Once a short list of Vendors has been invited to continue with the process, other Vendors will be notified. The short list of Vendors will be engaged to demonstrate their products; based on their performance in the demonstration, references and, if the City desires, site evaluations, up to two Vendors will be asked to participate in a best and final process.

<table>
<thead>
<tr>
<th>Element</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Evaluation Criteria (Table Above)</td>
<td>75</td>
</tr>
<tr>
<td>Demonstration</td>
<td>20</td>
</tr>
<tr>
<td>References / Site Evaluation</td>
<td>5</td>
</tr>
</tbody>
</table>

1.11 Award of Contract

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this Request for Proposal (“RFP”) and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. The City reserves the right to request more information for
clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This RFP does not commit the City to award a contract, or to procure or contract for services or goods.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of proposers found not to be qualified may be rejected.

1.12 Execution of Contract

The City will mail a Notice of Award of Contract, enclosing the contract forms to the successful proposer. The contract shall be signed by the successful proposer and returned with a copy of the vendor’s certificate of insurance within four calendar days after the proposer receives the Notice of Award of Contract.

The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods.

1.13 Public Records

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

Questions regarding this RFP shall be directed to:

   City of Oxnard
   Purchasing Division
   Attn: Patricia Garcia
   300 West Third Street, Second Floor
   Oxnard, California 93030
   Email questions: ERPRFP@oxnard.org

Phone calls will be accepted at (805) 385-7538.
2.0 BACKGROUND AND FUNCTIONAL REQUIREMENTS

2.1 Introduction

This section provides agency operational background and detailed description of the systems being replaced by those systems outlined in Section 1.1 above.

2.2 Current Environment

2.2.1 Application Systems Overview

The City acquired the core module of the SunGard Public Sector (HTE) system over two decades ago. Since that time, it has enhanced the system’s capabilities through the implementation of SunGard’s Click2Gov functionality that provides for more modern functionality, such as online payments. However, the system does not meet the City’s growing needs, especially in the areas of reporting, GIS integration and mobility.

The following page provides a detailed breakdown of the current environment.
2.2.2 Detailed Applications System Description

Finance & Purchasing

The City of Oxnard currently uses the SunGard Public Sector system to provide the following functionality: General Ledger, Accounts Payable, Purchasing, Contracts, Bids, Fixed Assets, Cash Receipts, Utility Billing, and Accounts Receivable.

The City primarily uses Excel to manage Budget and Grants & Project Accounting, though final, approved Budgets and Requisitions are entered into the SunGard HTE system. Due to low volume, bid opportunities are not processed or tracked through SunGard HTE. Reports are either canned or performed through Cognos.

Human Resources

The SunGard Public Sector system is currently being used by the City to manage: Payroll, Personnel, and Employee Self-Service.

The following processes are handled manually with Excel or other general tools: Applicant Tracking (NeoGov) and Timekeeping (Kronos used in the Fire Department only), Training Tracking (Excel/Access). Benefits Management is outsourced to a 3rd party administrator.

Development Services

Due to its limitations, the SunGard Public Sector system is only used to track status and payments through the following process: Plan Review, Requests for Service, Inspections, Special Assessments. Most activities related to these processes are handled manually. Lien Tracking is a manual process. In addition, the City is unable to track Property History, Citizen Self-Service, and Field Inspections.

Asset Management

The City currently uses Asset Works to track assets, including Fleet Management. The following processes are handled outside the system and are largely tracked manually: Preventative Maintenance, Warranty Tracking, Garbage, Vehicle Replacement, Parts Inventory, and Public Service and Grounds Maintenance Work Orders. The City does not currently use barcoding for inventory tracking, though it is interested in this capability.

Customer Relationship Management

The City of Oxnard currently uses Accela 311 Customer Relationship Management solution.
Document Management

The City uses WebExtender for internal document storage. The City is examining the use of multiple systems’ capabilities for transparency and online reporting.

Land Management / Geographic Information Systems (GIS)

The City uses the rudimentary land management capabilities in the SunGard Public Sector system. The City expects the new system to leverage its GIS capabilities. The City is standardized on ESRI ArcGIS 10.2.

Interfaces

The City currently owns the following systems which must either be replaced by the capabilities of the new system or, if retained, interfaced to the new system.

<table>
<thead>
<tr>
<th>Process</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>NeoGov</td>
<td>Applicant Tracking</td>
</tr>
<tr>
<td>Questica</td>
<td>Budgeting Tool</td>
</tr>
<tr>
<td>Asset Works</td>
<td>Fleet Management</td>
</tr>
<tr>
<td>Selectron IVR</td>
<td>Meter Payments</td>
</tr>
<tr>
<td>Click-2-Gov</td>
<td>UB Payments</td>
</tr>
<tr>
<td>Kronos, Telestaff</td>
<td>Timekeeping Fire Department Only</td>
</tr>
<tr>
<td>311 Accela</td>
<td>CRM</td>
</tr>
</tbody>
</table>

2.2.3 Current Infrastructure and Systems

2.2.3.1 Technical Environment

As part of the Assessment, the following technical areas were examined to identify any challenges that could inhibit the new system’s effective installation, deployment and use.

| Technical Area           | Analysis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Notes                                                                                                                                                                                                                           |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Operating Systems (OS)   | The City has standardized on open standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                          | The City has standardized on Google G Suite for Enterprise, but also has Microsoft Office installed on Windows and Mac desktops. We are not standardized on Office or Windows, but support Windows, Chrome OS, macOS and Linux.                                                                                                                                                                                                                           | The vendor must be able to perform and utilize all of the primary ERP system functions via a Chrome browser.                                                                                                                   |
| Network                  | The City has redundant 500 megabit internet point-of-presence (POP).                                                                                                                                                                                                                                                                                                                                                                                                                            | None                                                                                                                                                                                                                         |
### Technical Area Analysis Notes

| Field Automation Capabilities | The City has minimal field automation today. | The City is open to deploying field automation devices where an obvious improvement in efficiency and effectiveness will result. |
| Website Integration | The City’s website is integrated with its SunGard HTE system through Click2Gov for Utility Billing payments. | Online payments are desired in the future. |

#### 2.2.2.2 Current ERP System Support

The IT Department at the City is currently divided into the following sections:

- Help Desk Operations
- Network and Computing Systems
- Enterprise Applications
- Communications and Security Systems
- Geographic Information Systems

Day-to-day, functional administration of the system is performed by Finance and the HTE System Support group in IT. Power users of the system are mostly located in Finance. For system implementation, one Subject Matter Expert (SME) per department will be required in order to ensure timely system integration and data conversion.

Ongoing end user training has been inadequate throughout the lifetime of the system. As a result, knowledge of what the system is capable of is limited, especially in those departments that use the system infrequently.

#### 2.3 Migration from the Current System

The new system must be able to utilize accumulated data from the systems currently in place. The migration path from the existing systems must include any necessary modifications to currently existing systems which are not being replaced by the new system, as well as any necessary data conversion and importation from current systems.

Proposals should include data conversion. Specifics about present systems can be provided upon request.
2.4 Future Direction

2.4.1 Application Systems

The City of Oxnard has chosen to invest in a next generation integrated Municipal Enterprise Resource Planning system in order to streamline the information flow within the City and improve the efficiency of its workforce. In addition, the City aims to incorporate state-of-the-art self-service capabilities for both its internal staff and citizens.

The City of Oxnard is embracing digital government with a focus on improved customer service and efficient operations. In the time since acquisition of the City’s current municipal system, processes and internal demands have evolved and expanded, creating functional gaps between the system’s available capabilities and those being demanded by users. The City is also addressing the changing expectations of its citizens for effective customer service and interaction. As a result of the Internet, citizens expect that information can be acquired on-demand, and goods and services can be purchased whenever and wherever they are. The City of Oxnard is preparing to get ahead of these changing demands and system deficiencies in order to maintain and improve the satisfaction levels they have long enjoyed. Effective implementation of digital government should mean lessening the stress on the traditional channels (e.g., in-person, mail phone), thus a reduction in the number of people waiting in lines or placed on hold.

In addition, the City of Oxnard believes that planned, prudent investment in technology that enables the citizenry to conduct transactions with minimal City staff intervention will also help to better utilize existing staffing levels to meet the demands from a growing population.

2.4.2 Infrastructure and Network

It is expected that if the City chooses a Cloud-based option, it will be operated from the Vendor’s data center. If the solution provided is not Cloud-based, the City will provide rack space for equipment provided by the Vendor to this project. The Vendor will provide specifications for its equipment as well as the servers used to support the system.

Nearly all users of this system that are on the Local Area Network are supported by fiber. It is expected that the Vendor will review the City’s network and identify any network concerns it might have that would impede it from meeting the performance requirements specified in Section 5.

The City of Oxnard’s mission critical applications are vital to the ongoing operation of the City; a hot backup site is available today for the City. The City is currently exploring business continuity options, including future VMWare disaster recovery and/or a hosted, Cloud-based solution from the Vendor, but prefers failover to off-site equipment. The City is requesting any or all of these options be included as part of the proposal.

2.5 Functional Requirements

The City is looking to replace Finance, Human Resource, Development Services, Asset Management functionality. While the City is not looking to replace its Customer
Relationship Management functionality, it will look at new proposals that incorporate this functionality. Core components of the optimal design for the City include the Overall Functional Requirements identified in Section 2.5.1, below, as well as the Software Functional Requirements referred to in Section 2.5.2, below, and identified specifically in the Functional Requirements spreadsheets.

### 2.5.1 Overall Functional Requirements

In evaluating overall functional requirements, the City will consider the following:

- **Industry Standard Architecture** – The architecture will be flexible, and will be based on widely accepted standards. This will make it easier to integrate/interface the mission critical applications and other internal and external modules. It can also improve the systems’ ability to interoperate with a number of modern technologies, such as:
  - Document and imaging management systems
  - Powerful and flexible ad hoc reporting tools
  - Field automation and mobility tools
  - Web-based self-service functions for employees and citizens
  - Geographic information systems (GIS).

- **High Availability** – The architecture, will need full redundancy and fail-over capabilities, and should contain no single point of failure.

- **Secure** – The system will incorporate the elements of authentication, authorization, encryption, monitoring/detection, and physical security that adhere to industry standards.

- **Web-Based Architecture** – The systems will take advantage of the integrating capabilities of the web services architecture. This will provide many users the ability to interact with the applications via a Web browser.

- **Scalable** – Scalability will be critical to support expansion and workload variability.

- **Full Integration** – The system must act as a single Enterprise Resource Planning System with required data flowing between modules or systems as required to act as a single system. **Data that is entered once must update all applications and relevant portions of associated systems.**

- **Workflow Functionality** – Fully-integrated field applications (e.g., Building Inspections, Timesheet Submissions) flowing data to all relevant portions of associated systems. Electronic workflow enables the specification of business rules, roles, and routings that can be used to automatically route electronic documents, such as budgets or purchase acquisition requests, to supervisors and management for notification, review, and approval.

- **Relational Database Management System** – The City has standardized on open standards, including ODBC and SQL for relational database technology, since it
supports ready interface and integration among systems. The new system will utilize this technology and make the database accessible to the City.

- **Data Integrity and Validation Tools** - The system will facilitate the validation of the key parameters of address and personal identity. The system will validate address entries through integration with the system geo-database.

- **External Integration Flexibility** – The system will adhere to the use of industry standards. This will make it easier to integrate the mission critical systems and to share data with external systems.

### 2.5.2 Software Functional Requirements

The requirements for the software system covered by this procurement are described in the attached MS Excel spreadsheets; there are seven of them:

- Functional Requirements Response Forms – General
- Functional Requirements Response Forms – Finance
- Functional Requirements Response Forms – Human Resources
- Functional Requirements Response Forms – Development Services
- Functional Requirements Response Forms – Asset Management
- Functional Requirements Response Forms – CRM
- Functional Requirements Response Forms – Utility Billing

For each specification, Vendors will be required to provide one of four standard responses. Respond directly into each spreadsheet; failure to do so may cause your response to be considered non-compliant.

For the purposes of response, use the following definitions of your four standard response options:

- **Compliant** - Proposed system meets or exceeds the requirement. This is the only response category that will result in full credit for complying with this requirement.

- **Alternative Method** – The requirement is met by the proposed system but uses a method (e.g., entry screen, workflow, form[s]) that differs from that specified in the requirement. Detail the method to be used to meet the requirement.

- **Modification Required** – A modification must be provided to comply with this requirement. The requirement will be provided with the initial install of the software. Specify the modification to be made and include cost, if any, in the pricing proposal.

- **Non-Compliant** - The proposed system does not meet the requirements and will not do so within twelve months of the RFP release date.

Explanations of responses should be entered into the “Comments” field if you can reasonably do so; if not, include the explanation in the “Proposal Response Forms,” Section 2. Submit any additional information in the attached “Proposal Response Forms.” Include all these documents as part of your proposal submission.
3.0 HARDWARE / NETWORK REQUIREMENTS

3.1 Introduction

This section describes the servers, peripherals, data communications equipment, and workstations required for operation of the proposed system(s) to support the application software requirements, volumes, and processing characteristics defined previously for either the City hosted application or any ancillary server (e.g., imaging) that supports the Software as a Service (SaaS).

Use Section 3 to develop an understanding of the existing and future environment. Respond to each of the points as described in the section by using the attached response forms. For each of the sections and subsections state in the Proposal Response Forms whether you will meet the requirements. Provide an explanation of your compliance or non-compliance on the response forms.

3.2 Architecture

Provide an introductory narrative of how the proposed system meets the overall objectives and functional requirements. It should cover the main features and benefits that distinguish your system. Your response should include a System Diagram that depicts the overall design.

In addition to the introductory paragraph, expand upon your plan for future system enhancements; your investment plans are considered to be a reflection of your company’s commitment to the long-term viability of the system architecture and hardware. The installed system must be capable of expansion in a modular and incremental fashion.

3.3 Server Hardware

If the Vendor has to provide hardware in order to meet the functional requirements then the following apply.

3.3.1 Operating System and Related Software

The City has standardized on Google G Suite for Enterprise, but also has Microsoft Office installed on Windows and Mac desktops. The City is not standardized on Office or Windows, but support Windows, Chrome OS, macOS and Linux. It should be understood that a City employee using Chrome OS and G Suite apps must be able to perform and utilize all of the primary ERP system functions via a Chrome browser.

The City requires solutions that are capable of supporting real-time applications, and that are actively supported by the CPU hardware manufacturer. The City will receive licenses for the operating systems. All proposals must provide the name and version number of the proposed operating system.
In addition to the operating system, the following software packages, complete with any necessary licenses, must be specified with this proposal. The Vendor must state the application that is being used for each of the following:

- Desktop and server application update solution.
- Industry Standard Relational Data Base Management System. The City has standardized on open standards, including ODBC and SQL for relational database technology, since it supports ready interface and integration among systems.
- Diagnostic package to aid in checking out and monitoring Vendor provided hardware.
- File Backup.

3.3.2 Backup-Failover Solution

The City wants the Vendor to specify the type backup redundancy that it can provide.

3.3.3 Capacity

3.3.3.1 Equipment capacity for CPU processing must support the application software requirements, volumes, and processing performance characteristics defined in Sections 2 and 5 for at least 5 years. Identify exceptions.

3.3.3.2 Sufficient direct access storage to support timely file query and update for all applications, and retention of data per the data conversion requirements specified in the “Functional Requirements Response Forms”. Identify excess capacity provided.

3.3.3.3 Sufficient main memory, disk capacity, and processing capability to facilitate installation of the application programs and peripheral devices for processing currently defined systems and expansion capacity to support future requirements. Identify limitations.

3.3.3.4 Multitasking capability for simultaneous processing of application systems is required. Identify limitations.

3.3.3.5 Support of additional workstations and remote locations is required. Identify limitations.

3.3.4 Upgrades and Expansion

At initial installation, using data volumes and processing characteristics described in Sections 2 and 5, the proposed system must operate at no more than thirty-five percent (35%) of capacity (for CPU, memory, and I/O performance). It must have the capability to have a field upgrade to projected capacity without changing the initial CPU / disk equipment or other peripherals. The server hardware must support 5 years of transactions based upon five percent (5%) per year increase to present transaction volumes.

The Vendor must describe the expandability of the proposed system in terms of processors, memory, I/O, disk drives, and peripheral devices for both the on-site and SaaS solution.
3.3.5 Concurrent Operation

If the Finance, Human Resources, Development Services, Asset Management and CRM subsystems share the same database, general queries that span a large number of tables might place undue stress on the database server. In addition, a request that locks a large number of rows on a frequently used table could cause contention issues. These types of situations could affect other requests, overall system throughput, and response times.

Online Transaction Processing (OLTP) workloads are characterized by many small transactions, with an expectation of very quick response time from the user. Conversely, Online Analytical Processing (OLAP) workloads are characterized by a few long-running operations that might consume more resources and cause more contention.

All application systems must operate concurrently.

Explain the safeguards and design patterns that have been used in the application in order to ensure that a single request could not consume a disproportionate level of server-side resources. The agency will expect the Vendor to meet the performance requirements specified in Section 5.

*If the Vendor cannot meet these requirements, an explanation must be provided that addresses how the performance will never be degraded due to a single service request or transaction.*

3.3.6 Server Functionality

The City of Oxnard will provide rack space for servers.

The Vendor is to provide all of the required servers that support the application performance. The Vendor may expand or combine the applications functionality of various servers into more or fewer (hardware) servers, but this must be described in this section. Servers must be rack-mounted.

The Vendor should specify the application servers that they recommend that could be used in a virtual environment, preferably using the City’s standard, VMWare.

3.3.7 System Backup

If the City hosts the systems the City will provide the backup solution as part of its standardized backup strategy. The Vendor is to specify if it has a cloud based backup solution.

3.3.8 Power and A/C Requirements

Specify the power requirements for the hardware proposed. Include the air conditioning requirements in BTUs for the proposed system.

3.3.9 Power and Grounding

Vendors must identify power requirements, and specify the number and type of each power outlet that is required for their proposed configurations.
3.3.10 Environmental

All computer equipment must be capable of operation within a temperature range of 50 degrees to 90 degrees Fahrenheit and a relative humidity range of 30 percent to 70 percent, non-condensing.

3.3.11 Network Operating System and Protocol

A description of the City’s network is covered in Section 2. The Vendor must provide a system compatible with the City’s network.

3.4 Integration

3.4.1 System Integration and Network Equipment

The Vendor is to provide the following:

- Engineering and design of:
  - Server configurations
  - Storage – Specify requirements for expansion of the City’s existing Enterprise Storage based on projected system storage requirements over the next 5 years. The City will acquire any additional storage required.
  - Backup Failover Solution – Engineer and design the system’s disaster recovery option utilizing either VMware and/or a Cloud-based backup failover solution.

- If local servers are required then the Vendor must assist in the installation and configuration of all application software at all servers. Deployment includes development and integration of interfaces to key external databases.

- Recommendations for any Wide Area Network and reconfiguration enhancements to be implemented by the City.

- Work with the City of Oxnard’s IT Department to effect the necessary changes to the City’s Active Directory to integrate the Vendor provided systems.

- Provision, deployment and installation of all servers required for the overall system operation.

- Implementation of operating systems software and associated databases.

- Perform needed data conversion as specified in the “Functional Requirements Response Forms”.

- Detailed training of the City’s IT administrative personnel and network administrators in the use and operation of the server hardware management systems and tools.

- Detailed training for application software as specified in Section 6.9.
3.5 **End User Equipment**

3.5.1 **Desktop Workstation**

The City has standardized on Google G Suite for Enterprise, but also has Microsoft Office installed on Windows and Mac desktops. The City is not standardized on Office or Windows, but support Windows, Chrome OS, macOS and Linux. It should be understood that a City employee using Chrome OS and G Suite apps must be able to perform and utilize all of the primary ERP system functions via a Chrome browser.

The Vendor is required to provide an explanation of their roadmap to future upgrades.

3.5.2 **Bar Coding**

Provide specifications for compatible bar code printers and handheld readers for inventory tracking. These will be purchased by the City at later time.

3.5.3 **Scanners**

Provide specifications for scanners that are compatible with the proposed system and capable of simultaneously scanning documents and reading bar codes (specified in Section 3.5.2) including:

- 8 ½ x 11 inch single workstation scanners
- 8 ½ x 11 inch high speed batch scanners
- Large form factor (minimum 36 x 48 inch) scanners.

3.5.4 **Field Automation Equipment**

City of Oxnard will provide any tools required for field automation. The Vendor will specify recommended hardware and operating system required to run their field application(s).

3.5.5 **Digital Signature Pads**

If digital signature capabilities are not provided in the mobility equipment specified in Section 3.5.4 above, the Vendor will specify hardware that will allow for digital signature capabilities. The hardware must integrate with the application, and the City will purchase whatever is specified.

3.5.6 **Field Printers**

The Vendor will specify field printers that are compatible with the application in order to print out field generated forms in vehicles by City inspectors.
4.0 SERVICE AND MAINTENANCE REQUIREMENTS

4.1 Vendor Instructions

This RFP Section contains general and specific requirements related to the provision of system maintenance and repair and other services throughout the life of the contract between the City and the Vendor. Services described are both warranty and non-warranty services for any equipment and software whose warranty or maintenance is provided by the Vendor.

4.2 General Maintenance Provisions

The following requirements are applicable to all maintenance and repair services supplied by the Vendor or Subvendors, both under and outside of warranty.

4.2.1 The proposed Systems must include a minimum first year warranty after acceptance, and assure availability and fixed price for 5 years support and maintenance.

4.2.2 The City may purchase one or more additional years of support and maintenance, and other specified ongoing services, on a year-by-year basis, or purchase a five-year support agreement.

4.2.3 Vendor or Manufacturer will provide all labor and equipment, and other materials and expenses, necessary to maintain the hardware system in good operating condition and in conformance with the manufacturer's specifications, technical specifications in Section 3, and the performance requirements in RFP Section 5.

4.2.4 Seven-day 24-hour software support must be provided for all system components. Software support must be available 24 hours per day, 7 days per week. State availability and call back time in the Proposal Response Forms, Section 4.

4.2.5 Support to be available on next day delivery on parts assuming that the fully redundant component is maintaining the system operational and meeting the 99.99% reliability.

4.2.6 If local hardware is required key spare parts are to be provided at the City with the appropriate training for the IT staff.

4.2.7 Operating and Database Software updates for enhancements, and refinements to purchased capabilities will be provided by the Vendor as part of the warranty which begins after acceptance in year one, and as part of the price for maintenance for those years in which the City has purchased maintenance from the Vendor. Manufacturer support will also be offered.

4.2.8 Vendor will allow for the submission for any system modifications required by City of after system cutover. The Vendor shall provide feedback to City of in the form of a price proposal or the planned development cycle for the change request.

4.2.9 The Vendor is to provide the City of with their stated update strategy and their requirements for the City of to accept such updates.
4.2.10 City will be allowed to not have to incorporate an upgrade to the overall system more than twice per year.

4.2.11 Vendor will provide software and other materials and expenses necessary to maintain the application software system in good operating condition as part of the warranty in year one, and as part of the price for maintenance, for those years in which the City has purchased maintenance from the Vendor, in conformance with the application specifications in Section 2 and performance requirements in RFP Section 5.

4.2.12 If hardware is required on-site the hardware updates for the purpose of correcting errors, or "engineering changes" updates to hardware required routinely by the manufacturer, will be provided by Vendor as part of the warranty in year one, (or as provided by the manufacturer, whichever is greater) and as part of the price for maintenance, for those years in which the City purchases maintenance from the Vendor. Manufacturer support may also be offered. Vendor will notify the City prior to making any updates or changes to the system.

4.2.13 Vendor will be held responsible for and shall make good on, without expense to the City, any and all damage, injury or loss caused by abuse, negligence or theft by Vendors employees or employees of Subvendors. The Vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused in performance of their work.

If the Vendor is unable to perform under these guidelines, then a separate Vendor of the City’s choice will be used and the repair costs passed on to the Vendor.

4.3 **System Warranty**

The following requirements are applicable to all maintenance and repair services supplied by Vendor or Subvendors under warranty.

4.3.1 The entire system solution as proposed in this RFP must include a first year warranty (for Vendor-supplied hardware and software) to conform with contractually agreed specifications, and to protect against any defects or damage, caused by Manufacturer, Vendor, or Subvendors, in the system's equipment or software, as well as offering a 5-year support agreement.

a. 7 x 24 Maintenance to be provided as part of year one warranty.

4.3.2 The year one warranty will begin (for products accepted in phases) at the point that the System is officially accepted by the City, as defined in RFP Section 5.3, System Acceptance.

4.3.3 All repairs made under warranty will be at the sole expense of the Vendor (or Manufacturer), including parts, software, labor, travel expenses, meals, lodging and any other costs associated with repair. If the Vendor is unable to perform under these guidelines, then a separate provider of the City's choice will be used and the repair costs passed on to the Vendor.
4.4 Service and Maintenance Facilities

4.4.1 All proposals must clearly describe all provisions and specific arrangements for service and maintenance of the System and related system components.

4.4.2 A detailed list of qualified service and maintenance facilities that are proposed for service and maintenance work and for factory level service and repair work must be included.

4.4.3 The names, addresses, telephone numbers and contact persons for all service facilities must be identified in the proposals.

4.4.4 The City reserves the right to accept or reject any and all proposed service providers, and/or use of any proposed serviced facilities, at the sole discretion of the City.

4.5 Moves, Change, and Additions

The City anticipates that it will easily be able to make routine hardware moves, additions, feature changes, and perform similar administrative tasks ourselves.

4.5.1 Vendor will provide, for the life of the warranty and maintenance contract, the capability of providing technicians to perform these tasks upon request by the City.

4.5.2 Vendor will guarantee that the charges for such normal work will be at least the lowest rate you have in effect for your other customers at that time.
5.0 PERFORMANCE REQUIREMENTS

5.1 Vendor Instructions

This RFP Section contains general and specific requirements related to the performance of the proposed system, both at the point of system acceptance and throughout the life of the contract between the City of Oxnard and the Vendor.

System Acceptance will occur in phases as various milestones identified in the implementation plan and agreed to by the City are reached. The Vendor’s implementation plan must clearly define the hardware and software deliverables, tasks or other criteria associated with each milestone.

5.2 Testing

5.2.1 A sample test plan will be provided with each proposal. The successful Vendor must, as one of the early milestones, submit an acceptance test plan for the City’s approval. The test plan must document how each of the functional specifications are to be tested, the method of verifying the results, and the expected results. The test plan must also include a scenario test that allows for the System (integrated hardware/software) to operate under a simulated test situation.

5.2.2 The performance requirements specified in this RFP must be met before the system is accepted. Vendor is to specify any requirements it has for performance testing.

5.2.3 The Vendor must prepare a plan for correcting failures in any part of the system. Said plan must include reasonable remedies for the City to exercise if failures are not corrected in a timely manner.

5.3 System Acceptance

The following specifications apply to the requirements for the City’s acceptance of the Vendor’s system after phase in begins.

5.3.1 The City expects the starting date for the project to be immediately following the execution of the contract.

5.3.2 Beginning with the first day after the completion of each phase (phases will be specified in the implementation plan) that the proposed system phase is operational and available to the City for testing; an acceptance test will be conducted for thirty consecutive calendar days (the Acceptance Period).

5.3.3 During the Acceptance Period, the proposed system will undergo a live test, using the mix of users and applications or functions shown in RFP Section 5.8, the System Performance Profile.

5.3.4 In addition to the delivery and inspection of equipment, tests of the systems and applications are anticipated as specified below.
5.4 **Functional Acceptance Test (Test # 1)**

During the Functional Acceptance Test (FAT) the Vendor will demonstrate the operation of each proposed or required feature, function and interface as specified in Sections 2 and 3 and the “RFP Functional Requirements” documents. Particular attention will be made to the following key functionality:

- Integrated system data flow user request through service delivery
- Fully functional field user mobile application
- Integrated Citizen access WEB portal
- Reporting Capabilities

5.5 **Performance Test (Test # 2)**

The purpose of the Performance Tests must be to demonstrate compliance with the performance requirements of this RFP. This test must be conducted on the City of Oxnard’s system at the City of Oxnard, and must be conducted for a period of not less than thirty days. To pass the Performance test, the proposed system must, for 30 consecutive days, perform successfully in accordance with the Performance Requirements specified in the System Performance Profile, Section 5.8.

Additionally, the system must:

- Perform all functions effectively from all workstations (fixed and wireless).
- Allow all files and tables to be updated online without adversely affecting performance.
- Allow necessary back-ups to be done on-line without adversely affecting system operations, and without lockouts for updates;
- Complete queries to interfaced databases without adversely affecting the System (e.g., such inquiries will not tie up or lock up the workstations).
- Have converted data loaded into tables at time of testing.

5.6 **Reliability Test (Test # 3)**

The Reliability Test will be conducted at the completion of all Vendor tasks to demonstrate the operational capability and reliability of the system. In order to successfully complete this test, the Vendor must meet the requirements of this section. In addition the following general criteria and procedures for this test are provided to the Vendor as guidelines. Vendors are advised, however, that the City may elect to review and modify the acceptance criteria during contract negotiations based upon specifics of Vendors proposals.

The Vendor Reliability Test must be conducted for a period of 30 consecutive days.

In order to complete the Reliability Test all computer hardware, and software components must demonstrate full availability.
In the event that the system falls below the required availability mark, the Reliability Test must be halted. At this time, the Vendor must correct any deficiencies in preparation for a re-test. If the deficiencies are of such severity that the re-test cannot be initiated within 15 days the Vendor must prepare a Cure Plan and submit the same to the City of Oxnard’s Project Manager. The Cure Plan must detail the reason for the Reliability Test failure and the proposed correction, and be approved by the City of Oxnard’s Project Manager.

The Vendor must have three opportunities to complete the Reliability Test over a period of 120 days. If the Vendor fails to successfully complete the test in this time period, then at the City’s option:

- The contract between the City and the Vendor may be terminated as specified in RFP Section 7.
- The Vendor will upgrade the system and implementation team with whatever resources are necessary to bring the system into compliance, at no cost to the City.

If each phase of the Vendors System passes the acceptance test, then the City will notify the Vendor in writing.

Upon the successful completion of the Functional, Performance and Reliability Tests and achievement of all milestones the City of will issue a notice of Final Acceptance.

5.7 **Ongoing System Performance**

The following specification describes the performance requirements for Vendor’s System following the City of Oxnard’s formal acceptance of the System and throughout the life of the contract between the City and Vendor.

5.7.1 During the remaining warranty and contract period the entire system (i.e. SaaS, any on-site hardware/Software) components of the system must remain fully operational and available, i.e., 99.99% uptime.

5.7.2 The initial system hardware and software configuration must handle the anticipated increase of work.

Assuming that growth projections have not been exceeded or other factors beyond the Vendors control have not occurred the system must continue to meet the functional, reliability and performance requirements as expressed in this RFP throughout the first five years of system life; hardware must satisfy planned needs for this same time period. In the event that the system fails to meet any requirement of this RFP after acceptance and during the warranty period the Vendor must take appropriate steps to cure the problem and bring the system back into compliance with the performance and reliability requirements at no cost to the City.
5.8 System Performance Profile

The following performance criteria are provided as a guide to Vendors in designing the system and as the basis for acceptance testing of the implemented system:

- The system must conform to the requirements specified in Sections 2.0 and 3.0 of this RFP.
- The system must provide problem-free interoperability for all the systems hardware and software components specified in this RFP.
- The system will interoperate with the present City of Oxnard network components, and operate under the City LAN.
- All reporting functions must be performed without adversely affecting performance and system operations.
- Under no circumstances must the user be required to halt system operations during back-ups or other system administration tasks.

5.9 System Response Times

The system response time for 95% of responses must not exceed the Maximum Response Time defined below. These are deemed reasonable response times for SaaS traversing the Internet and returning to interface with local systems.

Issue testing must be performed so as to determine whether slow response is happening at the switch or the database level.

<table>
<thead>
<tr>
<th>TRANSACTION</th>
<th>MAXIMUM RESPONSE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple queries, which utilize two or fewer search keys</td>
<td>3 Seconds</td>
</tr>
<tr>
<td>Complex queries (i.e. those queries that require greater than two search keys)</td>
<td>5 Seconds</td>
</tr>
</tbody>
</table>

5.10 Computer System Availability

The following specification defines both system availability and the method by which it is calculated, as it is used in other sections of this RFP.

5.10.1 The system must be considered "available" for use only when all the following three conditions are met.

- SaaS functions are configured and active
- Any required on-site hardware/software components have power applied and are operating correctly.
- All functions and interfaces are operating correctly.

All functions necessary for creating, editing or searching for a record are operating correctly.
6.0 IMPLEMENTATION REQUIREMENTS

6.1 Vendor Instructions

RFP Sections 6.2 to 6.9 contain all general and specific requirements related to the period between site planning and our final acceptance of the system. RFP Section 6.9 contains a list of required contents for your implementation plan.

6.2 General Implementation Requirements

6.2.1 Conduct of Work

All work will be conducted in a professional and orderly manner. Installation must be completed in a workmanlike manner.

6.2.2 Use of Facilities

Reasonable office facilities will be provided based upon stated requirements of the Vendor. Access to any area outside of normal business hours is restricted; necessary access must be arranged each day as needed with the City of Oxnard’s Project Manager, or a temporary access ID may be provided.

6.2.3 Restoration of Premises

The City’s premises must be restored to their original condition following implementation of the Vendors systems.

6.2.3.1. This includes removal of debris, restoring areas affected in the normal course of implementation, and repairing damage done inadvertently.

6.2.3.2. Vendor project manager will be responsible for inspecting all areas before work starts and reporting any pre-existing damage to the City’s project manager, and inspecting all work done and the resulting conditions of City’s premises each day.

6.2.4 Qualifications of Implementation Staff

Vendor implementation staff must be fully trained and certified by the manufacturer(s) of the system(s) you propose. Their training must be up-to-date for the specific systems being installed. In addition, all key implementation staff must be experienced in similar prior installations of the system(s).

Additional requirements include:

▪ Submission of qualifications by Vendor and approval of all key staff members by City prior to project start
- Maintaining the involvement of Vendor’s personnel essential to the project throughout the life of the project, up to and including training, implementation and acceptance
- Timely replacing any staff deemed unqualified by the City
- Directing staff to comply with City of Oxnard’s rules and regulations

Note that staff will be subject to a security check.

6.2.5 Documentation

6.2.5.1 General

a. The Vendor must be able to supply comprehensive soft copy documentation for the system which covers at least the following subjects:
   i)  System Use
   ii) System Administration (Server and workstation)
   iii) Database Layout, Set up, and Maintenance
   iv) Interface and API Design, Use and Maintenance

b. The system documentation must be consistent with the instructions supplied by the on-line help systems for the application.
   i)  Strong preference to support on-line, context sensitive, help which is granular enough to provide help to specific item on the screen without having to scroll through a help file to find the specific description of the item.
   ii) The Vendor must provide a printed database schematic and data dictionaries to assist the customer with the addition of site-specific fields and support for the system. Electronic copy to be provided.

6.2.5.2 Hardware Documentation

The City of Oxnard requires that the Vendor provide documentation, in binders, for every piece of equipment that the Vendor supplies as part of the system configuration. The Vendor must provide at least three copies of all documentation provided by equipment manufacturers and other suppliers to the City. The documentation must be contained in one or more binders or other binding to prevent their loss or destruction. Electronic copies to also be provided.

6.2.5.3 Software Documentation

The proposal must include a list and description of the software that is required to operate the proposed hardware/software configuration. The documentation must be contained in one or more binders or other binding to prevent their loss or destruction.
6.2.5.4 System Implementation Documentation
Prior to commencing work, the Vendor must provide an Engineering Plan, including systems design and architectural plan for any Vendor installed components, with clearly identified interface points to other systems. In addition, the delivery of these and certain key documents are expected to be indicated as milestone points on the Project Schedule; e.g., Implementation Plan, System Test Plan and Procedures, and Training Plan.

6.2.5.5 Training and Operations Documentation
Several documents will be prepared that will be used in training personnel and/or in operating the system. The Vendor must describe these documents in its proposal and specify the number of each that will be delivered to the City.

6.3 Project Management
The City of Oxnard will have a project manager for this implementation project. The City’s Project Manager will be the point of contact with the Vendor’s project manager in all areas indicated in this RFP section. He/she will be empowered to resolve disputes and make decisions about any changes to the implementation plan or technical aspects of the system. He/she will also provide liaison with City department heads, and will assist in coordinating work with the Vendor.

Vendor must also name a project manager. Key expectations for this individual include that this person:

▪ Will be empowered to authorize project changes.
▪ Will provide periodic written status reports at a mutually agreed upon time frame.
▪ Will maintain the involvement of the same Project Manager throughout the project and through implementation.

Subsequent to selection, the Vendor will present the project manager to City management for City’s approval.

6.3.1 Coordination
Vendors must include a review of the project plan in each weekly teleconference briefing, and monthly on-site meeting, or more often if necessary. This briefing must include a review of the tasks accomplished and items delivered or installed. The Vendors Project Manager must keep the City fully informed of any change in schedule and must provide a modified project plan including Gantt Chart for each schedule change of more than one day.

Vendors must deliver written notice to the City no less than two weeks prior to the completion of each milestone. The purpose of this notice must be to allow the City to schedule personnel who may be required to participate in testing or other activities associated with a pending milestone.
6.3.2 Scheduling

6.3.2.1 All proposals must include a preliminary schedule for the complete implementation of the proposed system components where the expected order of deployment is:

- Finance, including Budgeting and Purchasing
- Human Resources, including Payroll
- Development Services
- Asset Management
- Utility Billing

6.3.2.2 The preliminary proposal schedules must include clearly identified milestones and tasks for each of the major activities and events that are planned for completion of the System through the complete system acceptance.

6.3.2.3 The Vendor (or Vendors) must be required to finalize a detailed schedule and Implementation Plan, for approval by the City, as part of the contract negotiation process.

6.3.2.4 The detailed schedules must be included as part of the Contract, and must be maintained by the Vendor (or Vendors), and must be updated and reviewed with the City at regular intervals as part of normal project management functions by the Vendor.

6.3.2.5 All scheduled changes must be subject to the prior approval of the City.

6.3.2.6 Coordination with the City’s project manager is required. The City will not be responsible for any extra costs in the implementation phase that are caused by failure on the Vendors part to coordinate with the project manager.

6.3.2.7 Installation of the main system components must also be coordinated with City’s project manager. Specify what specific interactions will be required, and what time will be required to make any required interfaces.

6.3.2.8 Installation of user equipment in occupied areas must minimize disruption to normal business activities. Specify how this requirement will be met.

6.3.2.9 Implementation of application systems must follow a logical progression, with testing and acceptance of predecessor systems prior to the implementation of additional systems.

6.3.2.10 During testing and startup of the new systems, on-site Vendor technical support is required.

6.4 Site Planning
The Vendor, as part of a walkthrough scheduled with the City after award, will verify the condition of facilities available for implementation and recommend the appropriate action if support requirements are not met.

6.4.1 Facility Requirements

As part of site planning the Vendor must specify the facility requirements necessary for the installation of Vendor supplied equipment. This RFP section is indicative of the types of information that is to be included in the proposal. The Vendor, however, must include any additional pertinent information concerning City of Oxnard and/or facilities requirements.

6.4.1.1 Alterations

If alterations are needed to accommodate maintenance of the performance of the system, specify these changes. Things to be considered here might include:

- Alterations of walls or partitions
- Conduit
- Fire and safety precautions
- Lighting
- Air Conditioning
- Other applicable items.

6.4.1.2 Other Considerations

If applicable, the Vendor should describe any other facility considerations deemed to be applicable. Such items may include, but are not limited to:

- Data protection
- Security
- Humidity
- Cable installation
- Uninterruptible Power Supply or power conditioning
- Electromagnetic interference
- Power Equipment Influence.

6.5 Coordination Meetings

Vendor is required to integrate with the City’s networking system and other current applications, and interface with other agencies. Coordination meetings will be required to ensure mutual understanding and shared expectations in regard to the nature and extent of interface and integration activities. Further, to assure timely compatibility and connectivity, the schedule as preliminarily detailed below, must be accommodated.
6.6  **Phase-in Requirements**

The project phase-in requirements are detailed below.

6.6.1  Vendor is required to analyze the workflow for each of the work areas that will be impacted by the new applications in order to determine the appropriate configuration settings for the system.

6.6.2  All system components must be tested and the results of testing presented to the City’s project manager per Section 5.

6.6.3  A Phase-in plan is required as part of your implementation plan, covering testing, and the sequence and timing of events.

6.6.4  Vendors must have their own personnel at the City site during testing and start-up ("go live") periods in order to ensure a smooth phase in process.

6.7  **Business Process Engineering**

Vendor is required to analyze the workflow for each of the work areas that will be impacted by the new applications in order to determine the appropriate configuration settings for the system.

6.8  **Acceptance Testing**

The performance requirements specified in RFP Section 5 must be met before each system is accepted and/or milestone is met. Your phased implementation plan must specify how performance testing for each phase will be done.

6.9  **Training**

6.9.1  **Training Guidelines**

The general training approach desired will be training of System Administrators and support personnel for general systems administration and operations, and select staff for application operations. The Vendors training programs must be designed and conducted to provide complete familiarization in applicable system operation.

The Vendor must describe the types of training classes that will be conducted, the number of persons that can be trained in each session, and the total number of hours required for each person to be trained. The training plan must provide for rotating shift operations.

All training, insofar as possible, is to be conducted on-site in the City’s facilities. A copy of all training materials used by the Vendor is to be delivered to the City upon conclusion of the training.
6.9.2 System Training and Documentation Requirements
The minimum training requirements are outlined at the end of this Section. The Vendor should use this as a guideline of requirements and should comment on suggested training.

6.9.3 Training Schedule
With the Implementation Plan, the Vendor must submit a schedule of all proposed training modules with the following information:
- Course summary/outline
- Duration of training for each module
- Maximum class size
- Audience
- Location of training
- Prerequisite activities to be completed by students prior to the training session.

6.9.4 Training Database
- The system shall include a training system that simulates the real system and allows users to access training replications of all databases.
- Users logged on to the training module must utilize the same commands, forms and system features as users logged on to the live system.
- No data entered or command invoked while logged to the training module must corrupt the live system or noticeably impede the performance of the live system.

6.9.5 Training Volumes
Training proposals must provide for Application Software and Operating Systems training, primarily through on-site training. Additional Vendor classroom training may be proposed.

6.9.6 Ongoing Training
The following requirements are applicable to the provision by Vendor of various categories of training after Implementation and Acceptance:
- Vendor is asked to describe their program for follow-up training, if and when needed. This training is a separately chargeable item.
- Rates for subsequent years are subject to negotiation.
- Vendor may make training available at both Vendor’s training facility and, at the City’s option, at the City’s location.
- Charges for training must be included in Project Price.

6.10 Implementation Plan
Your response to these implementation requirements should be included in the implementation plan. This plan can be in your format, but it must:
a. Include a complete schedule of events, consistent with Section 6.6, in narrative and Gantt chart form.

b. Show an implementation schedule that has specifically designated phases; each phase should have its acceptance plan and milestones. The overall implementation plan should combine all phases into a coherent plan.

c. Respond to all of the requirements in this RFP section in the narrative using the same numbering scheme as shown in this RFP. State how each requirement will be met.

d. Be able to be used as a stand-alone document for use by the project managers and implementation staff.

e. Incorporate training on Preventative Maintenance procedures and software, if offered (please describe).
7.0 CONTRACT REQUIREMENTS

7.1 Instructions

7.1.1 These instructions apply to quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

7.2 General Terms & Conditions

7.2.1 The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract.

7.2.2 The selected Consultant will be required to sign and be bound by a Professional Consultant Services Agreement (“Agreement”, see Attachment A). Proposer must meet all insurance requirements (see Attachment B). Proposer should carefully review the Agreement (including the indemnity provisions) and note any exceptions or proposed modifications to the Agreement in the Proposal Response Forms, Section 7.
8.0 PRICE REQUIREMENTS

8.1 General Information

8.1.1 Price Proposal Format

Submit your price proposal exactly as listed below:

▪ A summary price proposal, for each option being offered, on the sheet provided or comparable. See RFP Section 8.3 below.

▪ A set of supporting price details, on the sheets provided or comparable. See RFP Section 8.4 below.

▪ Explanatory notes, further clarifying how you derived the prices in your proposal, listed on or attached to the supporting price detail sheet each note relates to.

▪ A strong preference exists for a software site license to be provided to the City. Explain limitations if otherwise.

▪ You may also add any further narrative as needed to describe your price proposal.

8.1.2 Evaluation Period

Our price evaluation will use a uniform method for all proposals. The method will be a 5-year life cycle net present value analysis using uniform assumptions for economic analysis. We will also consider Vendor supporting price details in the context of the related sections of your functional proposal.

Time for Consideration: Vendor warrants by virtue of submitting the proposal that costs as outlined in his proposal will be good for an evaluation period of ninety (90) calendar days from the date of proposal opening. Vendors will not be allowed to withdraw or modify their proposals after the opening time and date.

8.2 Price and Payment Terms

All items proposed shall be F.O.B. Destination with freight charges prepaid, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.

If there is an error in extensions (mathematical calculations), unit prices will prevail.

8.2.1 Financing

A cash purchase is contemplated. Vendor may offer a 5-year (consisting of five annual payments in arrears) lease/purchase alternative. For the lease/purchase alternatives, indicate the source of the financing and the complete terms of the financing agreement, which must be part of your proposal and of any resulting contract.

8.2.2 Payment Schedule

The City proposes to pay for the system, if the outright purchase option is selected, upon acceptance as defined in the RFP.
8.3 Summary Price Proposal

- The attached summary price sheet is clearly marked.
- Complete the sheet as instructed. Use duplicate or additional sheets as necessary.
- Add explanatory notes as required for clarity.

8.4 Supporting Price Detail

8.4.1 Response Sheets

In addition to the price summary sheet, there are several supporting price detail sheets, and other signature forms, provided in the attached Proposal Response Forms, Section 8; one of each corresponds to major lines on the Summary Price Proposal. Complete all sheets as instructed on the form. Use duplicate or additional sheets as necessary, but do not change the formats. Add explanatory notes as required for clarity.

Provide all of this information in a separate envelope.
AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this day of, 20, by and between the City of Oxnard, a municipal corporation ("City"), and ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. **Scope of Services**
   Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. **Method of Performing Services**
   Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. **Standard of Performance**
   Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. **Nonexclusive Services**
   This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that...
performing such services will not materially interfere with services to be performed for the City.

5. **Coordination of Services**

All services are to be coordinated with the Information Technology Manager – Enterprise Applications, subject to the direction of the City Manager or Department Manager.

6. **Place of Work**

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. **Correction of Errors**

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant’s services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. **Time for Performance**

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. **Principal in Charge**

Consultant hereby designates as its principal-in-charge and person responsible for necessary coordination with Manager.

10. **Permits, Licenses, Certificates**

Consultant, at Consultant’s sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

11. **City’s Responsibility**

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.
12. **Term of Agreement**

This Agreement shall begin on, and expire on ________________________.

13. **Termination**

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager’s desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant’s desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. **Compensation**

a. City agrees to pay Consultant in an amount not to exceed $150,000.00 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant’s services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, Subvendors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, Subvendors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. **Method of Payment**

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.
b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers’ compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant’s services beyond the current fiscal year, this Agreement shall cover payment for Consultant’s services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (“documents and materials”) shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City’s request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City’s sole risk and without liability or legal ex-
19. **Maintenance and Inspection of Records**

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant’s relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. **Confidentiality of Information**

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. **Indemnity**

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, Subvendors, consultants and other persons acting on Consultant’s behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, Subvendors, consultants and other persons acting on Consultant’s behalf would be held strictly liable.
22. **Insurance**  
   a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-1 attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.  
   b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Section 7 of the Proposal Response Forms. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Section 7 of the Proposal Response Forms.  
   c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. **Independent Vendor**  
   a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent Vendor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.  
   b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant’s employees, agents, Subvendors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.  
   c. Consultant acknowledges that Consultant and Consultant’s employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers’ compensation insurance benefits.

24. **Consultant Not Agent**  
   Except as Manager may specify in writing, Consultant, and its agents, employees, Subvendors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.
25. **Conflict of Interest**

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Consultant shall be subject to City’s conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant’s personnel providing the services set forth in this Agreement.

26. **Assignability of Agreement**

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. **Successors and Assigns**

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. **Fair Employment Practices**

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant’s records pertaining or
relating to Consultant’s employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. **Force Majeure**
Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. **Time of Essence**
Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. **Covenants and Conditions**
Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. **Governing Law**
City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. **Compliance with Laws**
Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. **Severability**
City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. **Waiver**
City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.
36. **Counterparts**

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. **Arbitration**

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant’s compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. **Expenses of Enforcement**

Consultant and City agree that the prevailing party’s reasonable costs, attorneys’ fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. **Authority to Execute**

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. **Notices**

a. Any notices to Consultant may be delivered personally or by mail addressed to ________________, ________________, ________________, ________________, ________________, Attention: ________________.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, ________________, ________________, Oxnard, California 93030, Attention: ________________.

41. **Amendment**

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City’s purchasing policies and Consultant.
42. **Entire Agreement**

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

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**CITY OF OXNARD**

Greg Nyhoff, City Manager

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**[VENDOR OR CONSULTANT]**

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[Vendor or Consultant]

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**APPROVED AS TO FORM:**

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**APPROVED AS TO INSURANCE:**

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**APPROVED AS TO CONTENT:**

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**APPROVED AS TO CONTENT:**

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[Enter Name here], [Department Director]

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[Enter Name here], Project Manager
ATTACHMENT B – INSURANCE REQUIREMENTS

INSTRUCTIONS: You must complete insurance requirements, as outlined below, using the INSURANCE CERTIFICATES AND ENDORSEMENT FORMS found in Section 7 of the Proposal Response Forms document.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
   a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
   b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, “any auto;”
   c. Professional liability/errors and omissions insurance appropriate to Consultant’s profession to a minimum of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
   d. Workers’ compensation insurance in compliance with the laws of the State of California, and employer’s liability insurance in an amount not less than $1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

   City of Oxnard
   Risk Manager
   Reference No. ______
   300 West Third Street, Suite 302
   Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains “best effort” modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Additionally, the workers’ compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The 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.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

10/17