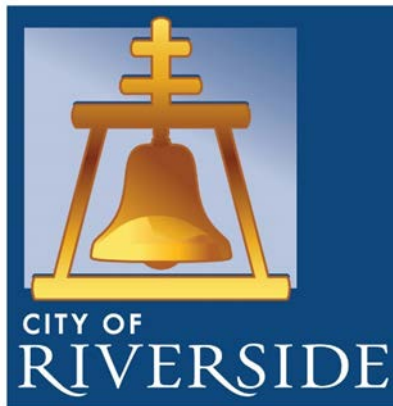


**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

CAFR Software Solution

RFP No. 2015



City of Arts & Innovation

**ISSUED BY
THE CITY OF RIVERSIDE
FINANCE-PURCHASING DIVISION FOR:**

Finance Department/Accounting Division
3900 Main Street
Riverside, California 92522

PROPOSAL DUE

March 23, 2020 BEFORE 3:00 PM PDT

Request for Proposals

Table of Contents

Section

1. Introduction/Purpose
2. Schedule of Events
3. Background
4. Prerequisites
5. Scope of Services
6. General Terms and Conditions
7. Inquiries
8. Completion of Proposal
9. Delivery/Submission of Proposals
10. Alternative Proposals
11. Proposal Format and Content
12. Examination of RFP and Sites of Work
13. Addenda
14. Withdrawal of Proposal
15. Public Records
16. Evaluation of Proposals
17. Rejection of Proposals
18. Protest Procedures
19. Contract Term
20. Contract Documents
21. Execution of Agreement
22. Failure to Execute Agreement
23. Cancellation

Exhibit A – Scope of Services

Exhibit B – Questionnaire

Exhibit C – Sample Pricing Sheet

Exhibit D – Sample Technology Services Agreement

1. Introduction/Purpose

The City of Riverside (“City”) is seeking proposals from qualified vendors for a configurable fully-integrated Comprehensive Annual Financial Report (CAFR) software solution and provide on-site and/or web-based training and consulting during implementation and to provide subsequent support. The City anticipates selecting one company to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal (“RFP”).

2. Schedule of Events

It is the goal of the City to select and retain a Company by 04/28/2020. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	1/27/2020	3pm PDT
Final Questions Due	2/17/2020	Before 5:00pm PDT
Responses to Questions Released	2/24/2020	N/A
Proposals Due	3/23/2020	Before 3:00pm PDT
Interviews/Demos (if needed)	4/02/2020	
Notification of Tentative Selection	4/10/2020	N/A
Tentative City Council Meeting to Consider Awarding Contract	4/28/2020	N/A

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

3. Background

The City of Riverside’s Finance Department is responsible for maintaining accurate financial records and providing timely financial information to the public, bondholders, grantors, auditors, City Council and City management. The Finance Department is responsible for the areas of general ledger, accounts payable, accounts receivable, payroll, special assessments, fixed assets, cash management, investments, debt management, grant accounting, purchasing, budget, and business tax. The City’s financial data is on Central Square Technologies One Solution 16.2.

Every year, the Finance Department is responsible for producing the City's Comprehensive Annual Financial Report (CAFR), Popular Annual Financial Report (PAFR), Successor Agency, Public Financing Authority, Special Transit, Single Audit, and various State Controller Reports. The City of Riverside's Public Utilities' Finance Department (RPU Finance) is responsible for producing stand-alone reports for the Water and Electric Funds. The Finance Department's work has resulted in the City being awarded the Government Finance Officers Association of the United States and Canada's (GFOA) "Certificate of Achievement for Excellence in Financial Reporting" for thirty consecutive years, the "Distinguished Budget Presentation Award" for fifteen years, and the "Award for Outstanding Achievement in Popular Financial Reporting" for two years. The City is currently seeking assistance to automate the production of the CAFR, and the stand-alone reports for Water and Electric. The CAFR financial statements can be located at: <https://riversideca.gov/finance/cafr/> and the Water and Electric financial statements can be located at: <https://riversideca.gov/utilities/about-rpu/annual-reports.asp>.

Currently, the CAFR, Water, and Electric report creation process is a two-month arduous effort involving manual collection and maintenance of inputs from multiple data sources as well as the reliance on Excel spreadsheets for creating financial statements which are normally issued by October 31st of every year. The review process is highly manual, and no validation reports are available. Other current challenges include:

- Financial statements must be created combining Excel spreadsheets and Word templates that are difficult to manage.
- Considerable efforts are required to implement new Government Accounting Standards Board (GASB) pronouncements.
- Manual data entry and reconciliation increases the risk of manual errors and the need for subsequent revisions.
- Collection and maintenance of data from multiple sources requires considerable effort from Accounting, and other departments to prepare the CAFR and all other miscellaneous reports.
- There are no audit or analytical reports to validate statements and identify potential errors, thereby requiring extensive manual review.
- All balance sheet accounts are audited by the City's Finance Department where the workpapers are manually kept in three-ring binders. RPU Finance also audits all balance sheet accounts for the Water & Electric funds and workpapers are manually kept in three-ring binders.
- Notes, Management Discussion & Analysis, Statistical Section, and all other required documents/disclosures have to be manually updated.
- City Finance Department prepares the CAFR, while RPU Finance Department prepares the stand-alone Water and Electric reports, creating inefficiencies and duplicate efforts.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least 5 years of experience, within the past 5 years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services (“Services”) (Exhibit “A”). Have not filed for bankruptcy under any business name over the past five (5) years.
- Have registered as a “Prospective Bidder” on the City’s electronic Current Prospective Bidders List. Companies can register at:

[PlanetBids Vendor Portal](#)

- Once registered, Companies must download this RFP by clicking “Place eBid” under their name in order to appear on the Bidder’s List as a “Prospective Bidder.” Companies that fail to specifically download this RFP will not appear on the Bidders’ List and will be unable to participate or be considered for this RFP.
- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company’s discipline and the Services on the date the Proposal is submitted.
- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

5. Scope of Services

To eliminate a lengthy manual process, and to automate the development of financial reports, the City of Riverside is interested in purchasing a software solution that supports end-to-end business process for the CAFR creation. Please refer to Exhibit A “Scope of Services” for a detailed description of the requirements of this procurement.

6. General Terms and Conditions

The successful company will be required to execute a Technology Services (“Agreement”). A sample is attached as Exhibit “D”. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

7. Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted via "Q&A" through the City's Electronic Bidding System, PlanetBids Vendor Portal.

The Final day for receipt of questions from the Proposer shall be on or before Monday, February 17th before 5pm. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted **only** in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

8. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

9. Delivery/Submission of Proposals

Proposal Due Date/Time: March 23, 2020 BEFORE 3pm

All prospective Companies submitting a proposal must appear on the City's electronic Current Prospective Bidders List as a "Prospective Bidder." Companies shall register on the City's Electronic Bidding System, [PlanetBids Vendor Portal](#). Once registered, Companies must **download the RFP by clicking "Place eBid" while logged in** under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP by clicking "Place eBid" will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact Planet Bids at (818) 992-1771 Prior to bid due time.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

10. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

11. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Overall Project Timeline
- Evidence of Insurance
- Pricing

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

c. Company Information

This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

d. Company Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

e. Experience and References

Company shall provide at least 10 references, within the past 10 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

The Proposal must demonstrate that the Company, or its key personnel, has at least 5 years of experience, within the past 5 years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

f. Overall Project Timeline

Provide an estimate of the overall project timeline for a service implementation package to provide a picture of total consultant hours to each milestone/deliverable and project phase.

g. Evidence of Insurance

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit D).

h. Pricing

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs. Proposals shall include a breakdown of the proposed fees including the pricing sheet template provided in Exhibit C.

12. Examination of RFP and Sites of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

13. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

16. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Consultants will be evaluated on the basis of the following criteria:

- a. Qualifications (25%)
- b. Pricing (15%)
- c. Experience (Projects of similar size and scope) (30%)
- d. Professional References (10%)
- e. Approach and Methodology (20%)

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

17. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

18. Protest Procedures

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.019.00-Procurement-Protest-Procedures.pdf>.

19. Contract Term

The initial term of the Agreement shall be from May 1, 2020 through April 30, 2023 with the option to extend for two (2) additional one-year terms not to exceed 5 years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

20. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with the City *without exceptions to the City's standard agreement*. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "D". **Any change to the standard agreement will deem the Proposal non-responsive.** In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Proposals
- Company's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

23. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A

Scope of Services

The City of Riverside is seeking proposals from qualified, licensed companies for a software solution that will:

1. Be a fully-integrated CAFR solution that will automate the CAFR by collecting inputs from multiple data sources and automatically integrate it into the solution.
2. Efficiently create the CAFR and reduce the production time required by at least half including project calendar, task assignment and workflow tracking.
3. Provide the ability to centrally maintain all the components of the CAFR document (financial reports, statistical information, required supplemental information, back up documentation, etc.), both current and historical (up to 10 years).
4. Provide the ability to automatically incorporate financial reporting rules and GASB changes as implemented.
5. Provide the ability for numerous users to simultaneously update CAFR information based on security parameters.
6. Provide the ability to produce an audit trail of statement modifications as work progresses.
7. Ability to create on demand reports and create analytical reports to validate changes and identify potential issues.
8. Allow for users to drill down from any value in the statements, provide supporting documents and annotate documents including leadsheets.
9. Be a solution within a framework that allows for organizational changes, such as new funds and Departments, to flow automatically to all statements.
10. Provide a solution that includes maintenance and is fully supported.
11. Enable creation of other outside financial or miscellaneous reports within the same solution.
12. Provide implementation and ongoing training to end users, as well as useful help features.
13. Ability to automate future reports such as the Budget and PAFR.
14. The software solution should have the ability to automate the financial statements, as well as update financial information, including dates/years in the Notes, Management Discussion and Analysis and other Word documents including charts and graphs.
15. The software solution should have the ability to include adjusting journal entries and conversion entries that will automatically update all financial statements, notes, leadsheets, etc.
16. Software capabilities must include comprehensive reporting, CAFR Workpapers, and Audit Workpapers.

Exhibit B

Questionnaire

A response to the questions in Sections I, II, and III is required in the proposals.

SECTION I

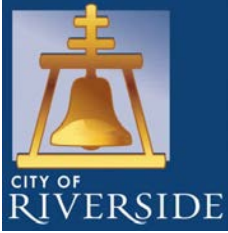
Software Implementation	
Description	Response
Do you use business partners for implementation services?	
Describe the role of your company in the implementation.	
Describe the implementation skill sets your company will provide.	
Describe methodology for implementation of the proposed solution including estimated timeframe, overview of deliverables, assumptions and assumed responsibilities of all parties.	
Explanation of change management activities proposed to include descriptions of specific roles of proposer and City staff for change management.	
Indicate resources that will be required by the project for both consultant and City staff, as well as estimated on-site and off-site hours.	
Indicate any third parties, partners and/or subcontractors that will be used in the implementation of the proposed solution and what their specific roles and functions will be.	
Is your CAFR software solution used by CPA firms? If so, please list 5 firms.	

SECTION II

Software User Training and Adoption

Description	Response
Provide an overview of user roll-out methodology.	
Describe product documentation available to users.	
Describe the documentation you provide, as they apply to server software, client API, website utility, and batch updates.	
Describe product training mediums available for the end user community.	
Give an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training, web training services for the core project team, end users and technology personnel, as applicable.	
Describe the role of City and proposer staff for training including the design and implementation of the training plan, development of training materials and level of assistance with training.	
Please indicate in your proposal if pricing includes unlimited technical support, software patches, major version upgrades, GASB content updates, and if there are any additional maintenance contracts.	

SECTION III



Innovation and Technology

Software-as-a-Service Pre-Selection Requirements

V13 updated 11/13/2019

Software-as-a-Service (aka. Cloud Computing or SaaS) is a model for purchasing computing resources as a subscription service. Each software provides unique functionality and advantages and disadvantages. IT evaluates the use of SaaS on a case-by-case basis, using industry recommendations and cost benefit analysis. Criteria such as application functionality, cost, scalability, reliability, security, integration requirements, internal vs. external resource availability, data privacy, and legal compliance are analyzed.

In most cases the total cost of ownership for a software system (SaaS or otherwise) includes significant staff time commitments for the department and IT, during initial implementation and ongoing operations. To begin the requirements, review process please respond to the following requirements worksheet; whether it be an expensive, low-cost, or no-cost solution. Please work with IT to complete this, prior to entering into any SaaS engagement.

Requester Name/Department:

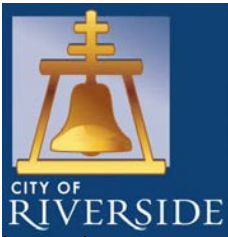
Software Product Name:

Software Product Website:

Date:

**Vendor Contact
Name & Address:**

NO.	REQUIREMENT	EXPLANATION
For the City Requester		
1	Do we already have tools in house that can be used? Explain their limitations and how this software addresses those limitations.	
2	Is funding secured for this project? What's the source?	
3	Is this SaaS solution expected to integrate with the City's on-premise systems or other SaaS systems? If yes, please provide details.	
Big Picture		
4	Where is the data hosted (AWS, Microsoft Azure, Data center, etc.)? Is the data center located within or outside the U.S.?	
5	List all external security & compliance certifications you have. (e.g. SOC I, SOC II, PCI, FedRAMP, HIPAA, ISO, DOJ, FISMA, CJIS, etc.)	
6	Explain the system architecture	
7	Explain system uptime service level guarantees.	
8	Is record processing limited or throttled by the system? Explain capabilities for number of records processed per specific time period and associated service levels.	
9	Is the proposed solution scalable? Explain.	
10	Explain the nature of data that is stored in the SaaS/cloud?	
11	Does the system store Personally Identifiable Information (PII)? Explain if answer is Yes.	
12	Explain intellectual property rights for data ownership.	
13	Explain how requests for information regarding information stored in the system are handled.	

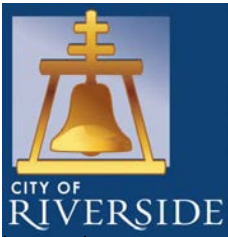


Innovation and Technology

Software-as-a-Service Pre-Selection Requirements

V13 updated 11/13/2019

14	Explain total cost of ownership of the system. Are there costs for any of the following: hardware, application software licenses, platform software (OS/DB) licenses, database requirements, services (including travel), data conversion, configuration & setup, staff training, back fill cost, internal resource cost, integration?	
15	What is the recovery time for a critical SaaS application including Recovery Time Objective (time and service level within which a business process must be restored to avoid unacceptable consequences associated with a break in continuity) and Recovery Point Objective (maximum targeted period in which IT data might be lost due to an incident)?	
16	Will there be a Solution Replacement or Upgrade fund established so this system can be upgraded and/or replaced in the future?	
SaaS Features		
17	The application must support latest browsers, operating systems, plugins and allow for regular patching and antivirus updates. Does it meet this standard? Please explain.	
18	Does the software support Single Sign On (SSO)/SAML 2.0/ ADFS Integration for the City of Riverside employees? Is it included in the proposal cost?	
19	What is the software or firm's records retention policy?	
20	What client resources will be required to support the system? Please include minimum and recommended number of staff, qualifications, and roles recommended an organization the size of the City of Riverside.	
21	What Application Programming Interfaces (APIs) or Web Services are available for integration?	
22	Do you have open data publishing features?	
23	What hosting stack is used?	
SaaS Security / Risk Management		
24	What backup software is used and on what schedule?	
25	Can the system be rolled back to a given point in time?	
26	Do your software development and testing standards and procedures address the OWASP Top 10? The ten most critical web application security risks. (https://www.owasp.org/images/7/72/OWASP_Top_10-2017_%28en%29.pdf.pdf)	
27	Is all confidential data encrypted in transit and at rest using strong encryption (DOJ approved for Police Systems). Please explain and provide specify encryption protocols and ciphers.	
28	Do all users use individual user accounts and role-based access controls? Please explain this and how each user group is limited to "least privilege" permissions.	



Innovation and Technology

Software-as-a-Service Pre-Selection Requirements

V13 updated 11/13/2019

29	Are all authentication logs (success and failure) stored for 12 to 36 months?	
30	Does the application log a record of all changes, additions, or deletion according to CJIS audit requirements (CJIS 12 months, CLETS 36 months)?	
31	What is your outsourcing practice/policy and are services contracted off-shore? What are partner's security policies?	
32	For company failure or acquisition, or contract termination, what is the process for data retrieval? What is the process for client to receive source code via source code escrow service?	
33	Can the system be moved 'on-premise' if required? Specify costs associated.	

Exhibit C

Pricing Sheet *

Software Fees: (Approximate users – 10)

Software License Fee	\$
Software Subscription Fee	\$
User License Fee	\$
Grand Total	\$

Professional Services Cost (2018/2019 – 10,600 accounts; 84 funds rolled up to 28 funds in CAFR):

Training Expense – Onsite	\$
Training Expense – Virtual	\$
Travel Expenses/Per Diem	\$
Implementation Services	\$
Subsequent Support (Go-Live Support)	\$
Other (please specify)	\$
Subtotal	\$
Applicable Tax	\$
Grand Total	\$

Subsequent Support including Licensing (please provide breakdown of licensing vs support)

Licensing, Support and Maintenance – Year 2	\$
Licensing, Support and Maintenance – Year 3	\$
Licensing, Support and Maintenance – Year 4	\$
Licensing, Support and Maintenance – Year 5	\$

* Please provide breakdown of costs that are specific to the stand-alone Water & Electric reports, where available.

EXHIBIT D

Sample Technology Services Agreement

PROFESSIONAL CONSULTANT SERVICES AGREEMENT (TECHNOLOGY SERVICES)

[**Enter CONSULTANT'S Name**]

[**Enter in Description of Services**]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and [**Enter in CONSULTANT'S NAME**], a [**Enter in entity, *for example: a California corporation, a limited partnership, a limited liability company, etc.***] ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with [**Enter in Name of Project**] ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until [**Enter in: *termination date, for example: May, 3, 2012***], unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed [**Enter in written dollar amount, *for example: Two Thousand Five Hundred Dollars***] [**Enter in numeric dollar amount: *for example: (\$2,500)***] payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

[**Enter in Department**]
City of Riverside
Attn: [**City Representative**]
[**Address**]
Riverside, CA [**ZIP**]

To Consultant

[**Name of Consultant or Company**]
Attn: [**Name of Representative**]
[**Address**]
[**City, STATE, ZIP**]

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone

employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate

limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

12.6 Technology Professional Liability. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate, to protect the City from claims resulting from the Consultant's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

12.7. Cyber Liability Insurance. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. Time of Essence. Time is of the essence for each and every provision of this Agreement.

15. City's Right to Employ Other Consultants. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. Accounting Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed

by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

[**CONSULTANT'S NAME**],
a California corporation

By: _____
City Manager

By: _____

[Printed Name]

Attest: _____
City Clerk

[Title]

Certified as to Availability of Funds:

By: _____

By: _____
Finance Director

[Printed Name]

Approved as to Form:

[Title]

By: _____
Chief Assistant City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”
COMPENSATION

EXHIBIT “C”

KEY PERSONNEL