

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

SDI PRESENCE LLC

Consulting Services for a Needs Analysis of City Enterprise Applications – RFP No. 2324

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and SDI PRESENCE LLC., a Delaware limited liability company authorized to do business in California (“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 Consulting Services for a Needs Analysis of City Enterprise Applications – RFP No. 2324 (“Project”).

2. **Term.** This Agreement shall be effective from January 1, 2025, and shall remain in effect until December 31, 2026, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the annual total sum of Three Hundred Ninety-Four Thousand Three Hundred Twenty-Five Dollars (\$394,325.00), 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

Innovation & Technology Department
City of Riverside
Attn: Jessica Gordon
3900 Main Street
Riverside, CA 92522

To Consultant

SDI Presence LLC
Attn: Sharee L. Wolff, CFO
200 E. Randolph Street, Ste 3550
Chicago, IL 60601

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. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. 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.

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 the Superior Court, 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, military and veteran status, 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. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **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.

34.1 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.

34.2 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.

34.3 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.

35. **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

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

SDI PRESENCE LLC, a Delaware limited liability company authorized to do business in California

By: _____
Mike Futrell
City Manager

By: Hardik Bhatt
Print Name: Hardik Bhatt
Title: CEO
(Signature of Board Chair, President, or Vice President)

Attest: _____
Donesia Gause
City Clerk

and

By: Sharee L Wolff
Print Name: Sharee L Wolff
Title: CFO
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds:

By: 
Chief Financial Officer

APPROVED AS TO FORM:

By: Sean Murphy
Sean B. Murphy
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Services

The following Scope of Services consists of a Statement of Work and a Statement of Understanding and Approach. Both sections are intended to be incorporated into the Agreement and binding on the parties. City and Consultant acknowledge and agree that these conditions to the Agreement are the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation of this Exhibit.

In the event of a conflict between the “Statement of Work” and the “Statement of Understanding and Approach,” the terms contained in the ‘Statement of Work’ section shall be controlling.

I. Statement of Work

1. Overview

The scope of the work to be performed will be to analyze and validate the City’s business, operational, regulatory and security requirements for multiple business units utilizing multiple business applications.

This will include a technology review and analysis of the City’s current documented systems and services to identify a suitable replacement. The main objective of this analysis will be for the consultant to aid the City in identifying and selecting a suite of enterprise applications that allow the City to consolidate data and applications resulting in the following strategic benefits:

- Improved efficiency and productivity: Reduce the time and effort required to collect, enter, and analyze data.
- Increased visibility and control: Provide a complete and accurate picture of the City’s financial, HR and operational performance.
- Enhanced compliance: Comply with regulatory requirements.
- Improved decision-making: Make better decisions by providing decision makers with a more complete understanding of the City’s financial, Human Resources and operational performance.
- Increase the Human Resources component of the ‘System’
- Increased transparency: Help to improve transparency within the City.

2. Task Orders

The City has organized and grouped the major systems and supporting applications into five categories that may be issued as separate tasks orders depending on the total budget of each. Although the overall needs analysis should be completed from a wholistic approach, the budget and schedule should be treated as individual sub projects that may be issued in an agile or phased approach.

2.1 Task Order 1: Financial Systems

The needs analysis will primarily be of a Central Square Technologies ONESolution

environment consisting of a core application, with a broad implementation of almost all system modules, but also a collection of several auxiliary systems that complement and enhance the functionality ONESolution lacks. The vendor will need to review the City's current systems and services to identify any areas that are not meeting the City's needs.

ONESolution is the current Enterprise Resource Planning software solution for the City of Riverside's Finance and HR department along with other supporting systems. Core components in addition to resource planning have comprehensive workflow capabilities and reporting tools. ONESolution Finance offers a wide range of features and tools to help the City manage financial operations efficiently. It includes modules for budgeting, accounting, accounts payable, accounts receivable, procurement, payroll, bank reconciliation, and financial reporting. The software is tailored to address the unique accounting and reporting requirements that the City faces, ensuring compliance with regulations and transparency in financial matters.

The current system supports approximately 100 system users and over 2,600 employees for employee access. The system has significant enterprise integrations including an asset and work order management system; cashiering system and billing systems, such as utility billing; budgeting system; worker compensation system; and various employee benefits providers and retirement system providers.

The assessment should include, but not be limited to, chart of accounts, general ledger, job ledger, budget management, vendor management, procurement, fixed assets/inventory, contract management, accounts payable, accounts receivable, cash receipts, grant management, project management, employee position control, employee onboarding/separation, employee master record, benefits management, timecard and leave request management, performance management, training and certifications, personnel actions, employee self-service, FMLA, employee lifecycle, organizational charting (who reports to who) and payroll.

Financial systems and supporting applications:

1. OneSolution/Employee Online – Financial and Human Resources System
2. Cognos – reporting solution for OneSolution
3. INovah – Cashiering System
4. EnQuesta – Utility Billing System
5. UWAM – Work order management and central stores warehousing system
6. CDD – reporting solution for OneSolution
7. Questica – budget development add-on
8. SIMs – Worker's comp software solution
9. Aventx - Document Delivery and workflow process (STR – for sending faxes)
10. RevQ - Revenue collections management system
11. Velocity – payment processing system
12. HdL – business licensing and business tax system
13. NeoGov – Human Resources recruitment and onboarding system

14. APEX – FMLA management
15. Planetbids – Procurement and bids management system
16. Caseware - financial reporting and internal audit add-ons (GASB 87, 97, CAFR reporting solution)
17. ResourceX - priority based budgeting system
18. Debtbook – debt management system
19. Telestaff – timecard management system with IVR function
20. In-house – new vendor registration portal
21. Discovery – any additional systems or workarounds that are discovered within these functional contexts due to existing system deficiencies.

Key stakeholders include:

- 1) Finance Department:
 - a) Accounts Payable
 - b) Administration
 - c) Budget
 - d) Debt
 - e) Treasury/Cashiering
 - f) General Accounting/Financial Reporting
 - g) Payroll
 - h) Purchasing
 - i) Risk Management
 - j) Business Tax
- 2) IT Department:
 - a) Applications
 - b) Security Operations

2.2 Task Order 2: Human Resources System

The Human Resources System is comprised of several supporting applications that combined create the City's Human Resources System. Although both Finance and Human Resources utilize ONESolution, they have different use cases, workflows, and other supporting systems that the vendor will need to evaluate and take into consideration. The vendor will need to review the City's current systems and services to identify any areas that are not meeting the City's needs.

ONESolution is the current Enterprise Resource Planning software solution for the City of Riverside's Finance and HR department along with other supporting systems. Core components in addition to resource planning have comprehensive workflow capabilities and reporting tools. ONESolution HR offers a wide range of tools and features to streamline and optimize the City's HR operations. It includes modules for personnel management, payroll, time and attendance tracking, employee self-service portal, benefits administration, and reporting. The software is tailored to address the unique requirements and regulations governing the City workforce, ensuring compliance and efficient personnel management. It helps city organizations manage their employees and payroll processes

more effectively, ultimately leading to better workforce management and resource allocation.

The needs analysis shall include several significant enterprise integrations including an asset and work management system, worker compensation system, and any systems that are impacted due to supporting processes and workflows

Technical specifications include employee onboarding/separation, employee master record, benefits management, timecard and leave request management, performance management, training and certifications, personnel actions, employee self-service, FMLA, employee lifecycle, organizational charting (who reports to who) and payroll.

Key stakeholders include:

1. Finance Department:
 - a. Accounts Payable
 - b. Budget
 - c. General Accounting/Financial Reporting
 - d. Payroll
2. Human Resources Department:
 - a. Administration
 - b. Benefits & Wellness
 - c. Classification & Compensation
 - d. HRIS
 - e. Recruitment & Selection
 - f. Training and Development
 - g. Employee Relations
 - h. Workers Compensation
 - i. Safety
3. IT Department:
 - a. Applications
 - b. Security Operations

2.3 Task Order 3: Work Order and Asset Management

The City's Work Order and Asset Management System is a complex enterprise system that consists of subsystems to assist users in planning, facilitating and tracking of projects. Each subsystem consists of many modules to help users plan for resources, track assets, create work orders and requisitions to purchase items and keep track of costs and time keeping. All the modules work together to provide users with a tool to manage work orders and provide management with a way to approve spending. The current system lacks a Mobile Field Module to allow Electric and Water Field crews to conduct work from the field.

Functional areas include work requests, work orders, work order tasks, assets, compatible units, asset class, asset inspections, preventative maintenance, inventory management, storeroom, stock checkout, receiving, procurement, service requests, crew scheduling, accounting, direct charges, projects, field Services functions, and specialized asset management solutions, e.g., substation asset inspections.

Assessment shall include several significant enterprise integrations including with the financial and human resources system; utility billing system; SCADA systems; CRM and 311 systems; and GIS systems.

Key stakeholders include:

1. Finance Department:
 - a. Accounts Payable
 - b. Administration
 - c. General Accounting/Financial Reporting
 - d. Payroll
 - e. Purchasing
2. Human Resources Department:
 - a. Administration
3. IT Department:
 - a. Applications
 - b. Security Operations
4. Public Utilities Department
 - a. Business Systems
 - b. Electric and Water Meter Shops
 - c. Electric and Water Operations
 - d. Electric and Water Engineering
 - e. Finance and Budget
 - f. GIS Team
 - g. Field Services
 - h. Customer Service/311
 - i. Dispatch
5. Public Works Department
 - a. Streets division
 - b. Wastewater and Water Quality Control Plant
6. Police Department
 - a. Community Service Bureau
 - b. Personnel & Training
 - c. Management Services
 - d. Field Operations
 - e. General Investigations
 - f. Special Investigations
7. Health and Human Services

2.4 Task Order 4: Customer Relationship Management and 311 System

The City's Customer Relationship Management and 311 System is a critical non-emergency City services system that allows residents to request City services. Service orders are created and monitored to ensure customer satisfaction. The OneCity application that resides on the CRM system provides multiple plug-ins or extensions such as integration with Esri (GIS) to validate addresses provide map-based reporting of issues, and detect duplicate service orders. The system also allows customers to report issues from

the web or their mobile devices. The system provides up-to-date monthly statistic reports to City Council, Mayor's Office and Department Heads.

Functional areas include modules such as service request, contact, address, and solution (service request type). User interface screens include the following screens: login, my cases, service request list, service request detail, activities, service request department details, contacts, and solution administration. Although there are 100+ web services existing in the system, only these listed web services are used for the integration: service request, service request attachment, service request attachment file load, service request update, service request topic, address validation, service address database, and map viewer services.

Assessment shall include significant enterprise integrations including with the City Web, Permits Plus, GIS, 311 Mobile, Graffiti Mobile, Oracle Utility Work and Asset Management (UWAM), Service Oriented Architecture (SOA), enQuesta via SOA, Oracle Utility Work and Asset Management (UWAM) via SOA.

Key stakeholders include:

1. Public Utilities Department
 - a. Business Systems
 - b. Customer Service 311
 - c. Customer Service
 - d. Customer Relations
 - e. Utilities GIS
 - f. Utilities Dispatch
 - g. Field Services
2. IT Department
 - a. Applications
 - b. Security Operations

3. Scope Deliverables (Applicable to Each Task Order)

3.1 Deliverable 1: Business Assessment - Analyze and validate the City's business, operational, regulatory and security requirements for each Task Order, which spans across multiple business units.

1. Review the City's current documentation, including policies, procedures, security requirements, and regulations, to identify any gaps or inconsistencies.
2. Review City business process inventory lists, and existing system diagrams.
3. Conduct interviews to gather information to complete assessment including gaining an understanding of methodologies and approaches.
4. Develop a comprehensive requirements document that outlines the City's needs and includes recommendations for process improvement and realignment with best practices, where applicable. The document will need to be reviewed and approved by key stakeholders to ensure accuracy and completeness, and then presented to City's management. The final document will be provided in an electronic format and should include all supplemental and supporting documents.

3.2 Deliverable 2: Technical Assessment - Technology review and analysis of the City's current documented systems, processes, software topology, and integrations to identify a suitable replacement. The technical assessment shall include data retention requirements for all sub-systems and applicable data conversion requirements for software manufacturers and implementation partners.

1. Meet with IT staff, primarily Applications Division staff, to identify existing and future technical, enterprise integrations specifications, required configuration features, data conversion, and security requirements.
2. Develop a strategy to replace the core functionality of each system, including workflows supported by integrations, and identify opportunities for improving overall system performance.
3. Develop a list of potential vendor solutions that meet the City's needs. The Consultant should account for the possibility of needing to complete Requests for Information from various industry software manufacturers to gather information needed to make the best recommendation.
4. Evaluate current software capabilities and suggest options from industry leading software manufacturers that consolidate applications and streamline workflows where possible. The City desires a consolidated and integrated ecosystem, however, if there are gaps in business or workflow requirements, Consultant shall identify any integrations required to fill those gaps. Manufacturers and implementation partners will need to show working proof of concept for said design.
5. Develop technical requirements and a bill of materials to be included with implementation RFP.
6. Develop a comprehensive technical requirements document that outlines the City's needs, including technical requirements for adoption of new technology solutions (e.g., mobile device access). The document will need to be reviewed and approved by key stakeholders to ensure accuracy and completeness, and then presented to City's management. The final document will be provided in an electronic format and should include all supplemental and supporting documents.

3.3 Deliverable 3: RFP Development

Prepare a Request for Proposal (RFP) to be issued by the City for the entire project organized in a Task Order phased approach.

1. Develop an RFP that will enable the City to select the most appropriate solution taking into consideration the City's overall goal and desired phased approach. The RFP shall include the results of the assessments, an implementation plan, and evaluation criteria (e.g. functionality, scalability, flexibility, costs, vendor support).
2. The RFP must allow for thorough comparison of all qualified software manufacturers and implementation partners and should take into consideration the previously defined evaluation criteria (e.g. functionality, scalability, flexibility, cost, and vendor support). The RFP must adequately address the City's processes, needs and timeframe for system selection and implementation.
3. The following core areas should be addressed in the proposals received in

response to the RFP:

- a. Interactive web-based application user interface: A modern user interface and user experience that is compatible with a wide range of devices.
- b. Mobile based user interface, where applicable: The City foresees mobile based solutions and interfaces for some functions, for example approvals and executive dashboards.
- c. System Configuration and Business process implementation: A capability to perform configurations of the software system to configure City structures, policies, and business practices.
- d. Batch processes for batch, daily transaction processing: Many processes and entities will require batch transaction processing via file-based batches.
- e. Service Based Architecture for real-time transaction processing: Several processes and entities will require real-time transaction processing via a standard service-based architecture.
- f. Data Conversion: Strategy and approach for data conversion and migration, including quality assurance and quality control processes.
- g. Enterprise Integrations: Includes asset and work management system; cashiering system and billing systems, such as utility billing; budgeting system; worker compensation system; and various employee benefits providers and retirement system providers.

3.4 Deliverable 4: Facilitate Vendor Selection

Once the City has issued the subsequent RFP, assist the City in selecting a software solutions manufacturer and implementation partner in accordance with the terms, conditions, and specifications contained in this RFP. The City anticipates selecting one firm to perform the services. The vendor will need to:

- Follow and abide by City purchasing policies.
- Recommend evaluation criteria and templates for judging the candidate solutions for City approval.
- Assist the City in supporting the evaluation process for the proposals submitted by potential vendors and respond to questions on behalf of the City.
- Assess vendor viability and presence of proposed solution in local government market.
- Manage the vendor selection process tasks on behalf of the City, including coordinating demonstrations and on-site visits.
- Perform a comparative review of all responsive proposals for initial evaluation by selection committee.
- Assist with the identification of potential risks and issues to ensure the City makes a quality selection decision which achieves the City's, infrastructure, modernization, and customer service requirements.
- Comparison of vendor proposals should include, but is not limited to: any hardware, software, services, infrastructure, flexibility, ease of configuration, etc., service levels, support and day-to-day performance of proposers such as turnaround time for services and new purchases. A comparison matrix should

be provided and should at a minimum present all features highlighting what is out of the box functionality, light customizations and heavy customization and development.

- Identify questions regarding vendor responses which require clarification.
- Compile selection committee matrix scores and create a summary report for presentation at the proposal review meeting.
- Facilitate selection committee meeting to determine vendor semi-finalists.
- Schedule and conduct vendor demonstrations and site visits.
- Draft proposed agenda for use in vendor demonstrations.
- Provide sample demonstration scripts.
- Prepare vendor demo evaluation forms for use by selection committee.
- Provide templates for selection committee interviews of semi-finalists.
- Assist in due diligence review of vendor finalist to confirm vendor qualifications.
- Attend meeting to facilitate discussion to select vendor finalist.
- Participate in advisory role in contract negotiation process with selected vendor to ensure a performance-based contract, where milestones are paid when accomplished.
- Participate in meeting to discuss contract negotiating strategy.
- Review finalist vendor's contract and recommend changes.

Please note: The Proposer(s) may not have interest in any potential contractor or proposer for the subsequent procurement.

3.5 Implementation Plan & Roadmap

The consultant shall prepare a detailed implementation plan based on a phased task order approach. The plan should serve as a roadmap the City can utilize to plan implementation based on budgeting and resources, and should at a minimum include:

- Recommended schedule for a phased Task Order implementation that ensures new systems integrate and connect with existing City systems.
- A detailed staffing plan for implementation and maintenance that includes required dedicated business and technical staff resources.
- Estimated budget for each Task Order to assist the City with budget planning.

3.6 Project Schedule

The Consultant shall prepare a comprehensive project schedule with the initial draft due at the time of proposal submission and the final project schedule due at the start of the project. The schedule should include an executive and technical project kick off.

3.7 Reports

The Consultant shall provide weekly status reports to include a progress update, upcoming tasks and meetings, and risks. Monthly reports shall be submitted with each invoice. All reports shall be submitted to the City Project Manager.

All documentation, drawings, data, or information created or produced by the proposer in performing the services under this contract shall be the property of City and must be returned to the City upon completion of this engagement. Disclosure of any City architecture, topology, security controls or configuration without written City authorization is strictly prohibited.

II. Statement of Understanding and Approach

Statement of Understanding and Approach

Approach Overview

SDI has been delivering successful IT planning, procurement, and project management services to public sector clients since 1996. We have assisted over 50 local agency clients with ERP-related services and possess the knowledge, skills, and abilities to assist the City with this important project.

SDI offers our clients proven methodologies and tools designed specifically to meet the unique needs of public sector agencies. Since our inception, we have invested in and developed methodologies, tools, and supporting processes designed specifically for the unique needs and requirements of local government. SDI constantly reviews and updates the knowledge base included in these toolkits based on experience with our clients.

For the City's project, SDI has developed a comprehensive approach to ensure that each of the specific functional areas to be considered are thoroughly reviewed and documented, providing a comprehensive set of functional and technical requirements for the resulting request for proposals. SDI has assembled a consulting team that includes subject matter experts in each of the specific functional areas, ensuring that the City's requirements and needs for the project are met. SDI's comprehensive approach includes the following specific phases:

- ◆ **Initiate**
- ◆ **Requirements**
- ◆ **RFP**
- ◆ **Select**
- ◆ **Negotiate**
- ◆ **Implementation Plan**

Additional detailed information about our project approach is provided later in this section.

We recognize that the City is interested in more than simply employing a firm to oversee its project – you require the expertise of a proven team of professionals with significant experience and knowledge of local government operations and ERP products, and who can provide the City with the experience and expertise to navigate the complexities associated with a comprehensive ERP implementation. In addition, the City is seeking a project team with **experience in local government operations** that can provide suggestions and recommendations for business process improvements to increase organizational efficiency and effectiveness. SDI is prepared to support the City's project with a proven team of dedicated professionals.

Additional Information About SDI's Approach

Onsite Versus Offsite Efforts

SDI's approach to project management is to maximize client engagement throughout the process, and we believe this is best achieved by being onsite during the majority of the project activities. That being said, SDI has successfully managed projects remotely through the use of collaborative tools including Microsoft Teams, SharePoint sites, and other resources. Since each of our clients has approached work activities differently since the COVID-19 pandemic, SDI remains flexible in our approach to onsite versus offsite project management.

Communication During the Project

SDI prides itself on actively communicating throughout all phases of our projects. Active communication means ensuring that our clients are provided regular project updates utilizing scheduled, written project status reports. Active communication also entails regularly communicating potential project risks, issues, and decision points via telephone, email, and/or in-person discussions with our clients.

Throughout each of the project management activities described in our methodology above, the SDI project manager will be keeping the City team informed on the status of project activities through both oral and written communications. Regular project status reports, along with Risk/Issue logs and project schedules, will be provided periodically (reporting schedule will be established during Project Initiation activities). In addition, the SDI project manager will be engaging (through emails, telephone and in person) with the City team and project participants regularly to ensure project activities are progressing and that potential issues are resolved expeditiously.

We are skilled at managing communication with our clients, and quickly adapt to our clients' desired methods of communication. The key to a successful implementation is open two-way communication with our clients.

Project Roles and Responsibilities

Ensuring clear delineation of roles and responsibilities of the SDI team and the City participants is an essential component to project success. Part of our Phase 1 activities includes a discussion of the various roles and responsibilities of the project team, and who on the team will be responsible for what aspects of the project. Each organization is different, with different skills sets and associated strengths. SDI will work with the City's Project Sponsor to help define roles and responsibilities and will provide focused support in the areas that are identified as needing additional support.

Optimizing Project Success

SDI's approach to project management is to serve as our client's trusted advisor during implementation. We view our presence on the project to be that as an extension of the City team, thus representing the City and acting in the best interests of the organization. Our goal is to minimize disruption to the organization as much as possible and mitigate issues and concerns quickly and efficiently, while ensuring the City's interests are prioritized and addressed.

Maintaining open lines of communication, monitoring risks & providing risk mitigation strategies, and keeping the software vendor team on task are all essential components to help ensure project success. We have a successful track record of working with software vendor project teams and their implementation and data conversion teams; this gives SDI a unique advantage in terms of the City's project. SDI is prepared to provide these services through our professional and dedicated project team.

Approach to Best Practices and Change Management

SDI has been conducting assessments of enterprise systems for over 25 years and have developed a proven methodology for information gathering and identifying organizational needs. We recognize the importance of utilizing a measured approach when introducing an organization to potential change, and we are sensitive to the fact that staff may be averse to such change. Our consultant team consists of professionals who have worked in the public sector, have experienced the changes that come with business process analysis and new system implementations, and are well versed on managing expectations, concerns, and potential roadblocks to the implementation of new business practices.

SDI approaches our business process workshops with an understanding that not all participants may be knowledgeable about the most current software systems available. A key component of our workshops is

to help educate City staff on available software systems and functionality, and to explore staff's thoughts regarding potential positive outcomes of implementing this functionality. The goal of our workshops is to gather information about existing processes and functions, introduce staff to the most current software functionality available, and then discuss the potential benefits of adopting the more contemporary functionality. This process serves the function of introducing staff to the latest software features and functions, along with beginning the process of building buy-in to the adoption of new business processes.

In terms of change, a critical component to managing change successfully is to help staff throughout the organization understand the positive outcomes of business process improvements. Helping staff understand these positive outcomes is essential to getting their buy-in to the change, and our consultants are skilled at helping explain the positive outcomes to all levels of staff in the organization. For example, we can help explain to the Buyer how electronic workflow of a purchase requisition reduces paperwork and time to process and can also explain to a Department Director or the City Manager how a system dashboard can provide immediate access to critical data for decision making. Having worked in all aspects of the public sector environment, our project team is highly qualified to address the topic of change and the requisite benefits of adopting best business practices.

Mapping Business Processes to Best Practices

Understanding the City's current business processes helps ensure that adoption of new or modified business processes (to align with best business practices) includes any and all City requirements. In other words, current business processes must be fully understood, analyzed, and cataloged so as not to miss or drop a critical business process when suggesting a new best practice.

SDI utilizes a structured approach to documenting our data gathering activities to ensure that all information shared with the project team is recorded. The information gathered about current business processes will also be reviewed by the City's project team to ensure it is accurate. Subsequent to this, SDI will map current business processes to suggested best business practices. In some cases, existing business processes will be recommended to remain in place, while others may be mapped to a more efficient business process.

Requirements Development

SDI approaches all of our projects with a holistic view of the needs of the organization. When developing requirements for software systems, we ensure that we explore all of the organization's needs, including business processes and practices and data reporting and analytics. Too often, organizations do not focus on the output needs for a new system – i.e., how staff is able to extract data and perform analytics on that data. SDI recognizes the importance of this aspect of our work and places emphasis on the need for data extraction and reporting.

Detailed Project Approach and Methodology

As described briefly in the Approach Overview section of our proposal, SDI’s approach to enterprise system procurements follows a structured methodology designed to help ensure that the City’s goals for the project are achieved. Provided below is our project approach and detailed work plan. SDI will utilize a six-phased approach:

- ◆ The **“Initiate”** phase which establishes the foundation for effective communication and the successful completion of the project.
- ◆ The **“Requirements”** phase which encompasses a thorough discovery of the City’s specific objectives and needs to ensure all the features, functions and requirements (e.g., user, interface, conversion, technical, etc.) necessary are defined and documented and communicated through the resulting documents for inclusion in the RFP.
- ◆ The **“RFP”** phase wherein the Request for Proposal is developed to meet the procurement requirements of the City.
- ◆ The **“Select”** phase which provides the structure for a fair and organized means to complete the review and decision process to select the best solution presented.
- ◆ The **“Negotiate”** phase which results in formal completion of agreements with the selected ERP solution vendor and the City.
- ◆ The **“Implementation Plan”** phase which establishes the specific strategies for a successful new system implementation.

Figure 1 provides an overview of the phases, activities, and deliverables for our proposed methodology.

PHASES	TASKS	DELIVERABLES
PHASE 1 INITIATE	1.1 – Project Sponsor Planning Meeting 1.2 – Work Plan Development 1.3 – Kickoff Meeting	<ul style="list-style-type: none"> • Work Plan • Kickoff Meeting Presentation
PHASE 2 REQUIREMENTS	2.1 – Request and Review Documentation 2.2 – Conduct System Requirements Workshops 2.3 – Document Functional Requirements 2.4 – Document Interfaces/Technical Requirements 2.5 – Document Data Conversion Requirements 2.6 – Complete ERP Needs Assessment Report	<ul style="list-style-type: none"> • Documentation Request Listing • Functional and Operational Requirements • Interface and Technical Requirements • Data Conversion Requirements • ERP Needs Assessment Report
PHASE 3 RFP	3.1 – Prepare Draft Request For Proposal (RFP) 3.2 – Review Draft RFP With Stakeholders 3.3 – Identify and Notify Potential Bidders 3.4 – Release RFP	<ul style="list-style-type: none"> • Draft RFP • Final RFP • Vendor Listing
PHASE 4 SELECT	4.1 – Address Vendor Questions 4.2 – Prepare Evaluation Committee 4.3 – Conduct Initial Screening of Proposals 4.4 – Assist with Review and Scoring of Proposals 4.5 – Prepare for Proof of Capabilities (POC) 4.6 – Facilitate POC Sessions 4.7 – Assist with Due Diligence 4.8 – Prepare Vendor Selection Report	<ul style="list-style-type: none"> • Vendor Question Responses • Evaluation Scoring Methodology and Matrix Template • Evaluation Scoring Matrix Summary • POC Session Agenda and Scripts • Vendor Selection Report
PHASE 5 NEGOTIATE	5.1 – Research Prior Vendor Agreements 5.2 – Conduct Initial Agreement Review 5.3 – Facilitate Negotiation Strategy Workshop 5.4 – Conduct Negotiation Meetings 5.5 – Obtain City Council Approval	<ul style="list-style-type: none"> • Final Agreements with Vendor • City Council Meeting Participation
PHASE 6 IMPLEMENTATION PLAN	6.1 – Review Vendor Implementation Plan 6.2 – Identify and Document Potential Implementation Risks 6.3 – Develop Implementation Recommendations 6.4 – Document Implementation Strategy	<ul style="list-style-type: none"> • Implementation Risk Plan • Implementation Strategy Document

Figure 1 – New System Procurement Methodology

In the following pages, we provide a detailed work plan outlining our tasks and the associated deliverables for each task.

Phase 1 – Initiate

The purpose of the Initiate phase is to prepare for, and initiate, the project under a well-defined work plan. This stage includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project.

PHASES	TASKS	DELIVERABLES
PHASE 1 INITIATE	1.1 – Project Sponsor Planning Meeting 1.2 – Work Plan Development 1.3 – Kickoff Meeting	<ul style="list-style-type: none"> • Work Plan • Kickoff Meeting Presentation
Task 1.1 - Project Sponsor Planning Meeting		
<p>TASK DESCRIPTION: SDI will meet with the City’s Project Sponsor and other key staff to complete a detailed review of the scope of work, project timeline, deliverables, project status methods, project participants (i.e., sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, SDI will discuss the tools and templates that will be leveraged.</p>		
Task 1.2 - Work Plan Development		
<p>TASK DESCRIPTION: SDI will develop a Work Plan that identifies the project approach, methods, tasks, activities, resources, schedule, budget, deliverables, issue and risk management, and major milestones.</p> <p>DELIVERABLE: Work Plan</p>		
Task 1.3 - Kickoff Meeting		
<p>TASK DESCRIPTION: Since the project will have an enterprise-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the SDI team to City staff and should involve senior level management and project sponsors to provide introduction of this City-wide endeavor. It is important that all City staff that will be involved in the project, regardless of their role, participate in the project kickoff.</p> <p>DELIVERABLE: Kickoff Meeting Presentation</p>		

Phase 2 – Requirements

During Phase 2, SDI will develop an accurate and clear understanding of the current environment, as this provides the initial baseline from which to begin defining the desired future state of the new ERP system. During this phase it is necessary to identify and prioritize future system features and functions, and to consider potential modifications to current processes through the adoption of best business practices. A key success factor to implementing a best fit solution is having a comprehensive understanding of the City’s true needs and requirements.

PHASES	TASKS	DELIVERABLES
<p style="text-align: center;">PHASE 2 REQUIREMENTS</p>	<p>2.1 – Request and Review Documentation 2.2 – Conduct System Requirements Workshops 2.3 – Document Functional Requirements 2.4 – Document Interfaces/Technical Requirements 2.5 – Document Data Conversion Requirements 2.6 – Complete ERP Needs Assessment Report</p>	<ul style="list-style-type: none"> • Documentation Request Listing • Functional and Operational Requirements • Interface and Technical Requirements • Data Conversion Requirements • ERP Needs Assessment Report
<p>Task 2.1 - Request and Review Documentation</p>		
<p>TASK DESCRIPTION: SDI understands that City staff has limited time to dedicate to this project. Consequently, we will make all efforts to be as prepared as possible before asking for staff time. To accomplish this, SDI will request documentation to familiarize ourselves with the current environment, processes, procedures, policies, transaction levels, organizational responsibilities, reports, technical documentation, etc. It is not SDI’s intent to create work for the staff with this task - if requested documentation does not exist, then it should not be created now.</p>		
<p>DELIVERABLE: Documentation Request Listing</p>		
<p>Task 2.2 - Conduct System Requirements Workshops</p>		
<p>TASK DESCRIPTION: SDI will conduct workshops with the City’s functional subject matter experts in all City departments. These workshops will include meeting with subject matter experts in each of the functional areas outlined in the City’s RFP, including Finance, Human Resources, Work Order and Asset Management, Customer Relationship Management and 311, Utility Customer Management and Billing System. Because of the complexity and size of the overall project (encompassing numerous major technology systems), SDI has assembled a large team of consultants with specific expertise in each of the functional areas being considered for replacement. For example, for the Finance interviews, there will likely be 6-8 interviews to cover areas such as Accounts Payable, General Ledger, Chart of Accounts, and Month / Year End Close processes.</p>		
<p>Outcomes of the workshops will document current processes, practices, policies, and procedures related to the City’s use of the various systems. The workshops will also explore unmet needs and focus on identifying new features and functions that can improve the existing operations.</p>		
<p>SDI’s approach to conducting the systems requirements workshops involves more than just gathering information from the City’s subject matter experts. It includes <i>educating and collaborating with staff on best practices and how evolving technology capabilities</i> (i.e., workflow, reporting, integration, dashboards, document management, etc.) can be applied to the future environment.</p>		
<p>Task 2.3 - Document Functional Requirements</p>		
<p>TASK DESCRIPTION: SDI will utilize the information gathered during Task 2.2 above to document the City’s existing and desired functional requirements so that the RFP provides a comprehensive description of the City’s requirements.</p>		
<p>DELIVERABLE: Functional and Operational Requirements</p>		

Task 2.4 - Document Interfaces/Technical Requirements

TASK DESCRIPTION: During our work efforts in the prior tasks, SDI will identify required or desired interfaces and integration opportunities between the ERP system and other data repositories. This helps ensure that an integration point or interface is not missed. In addition, SDI will work with City staff to identify any interface standards that should be included in the RFP (i.e., City preferred interface methods).

DELIVERABLE: Interface and Technical Requirements

Task 2.5 - Document Data Conversion Requirements

TASK DESCRIPTION: SDI will document the City’s data conversion and migration requirements so that software proposers can include the costs and approach for completing data conversion in their proposals. SDI will meet with the City’s technical and business subject matter experts to identify and document data migration and conversion requirements. SDI will provide consultation with regard to the pros and cons of the possible approaches/strategies and provide recommendations.

DELIVERABLE: Data Conversion Requirements

Task 2.6 - Complete ERP Needs Assessment Report

TASK DESCRIPTION: SDI will consolidate our activities and findings into an ERP Needs Assessment Report that will provide the business case for moving forward with the procurement of a new ERP system. At a minimum, the ERP Needs Assessment Report will identify the following information:

- ◆ Background and History
- ◆ Problem Statement
- ◆ Current Environment (Strengths, Weaknesses, Opportunities, and Threats)
- ◆ Alternative Analysis
- ◆ ERP Market Scan
- ◆ Recommendations

DELIVERABLE: ERP Needs Assessment Report

Phase 3 – RFP

The tasks in this stage will consolidate all relevant information gathered in the prior phases to create an RFP that clearly defines the requirements and objectives of the City. The quality and accuracy of vendor responses are significantly improved using a well-organized, accurate, and clear RFP. A strong RFP is critical as it provides the foundation for evaluating the vendor and ultimately provides the basis for a solid agreement between the City and the successful vendor.

PHASES	TASKS	DELIVERABLES
PHASE 3 RFP	3.1 – Prepare Draft Request For Proposal (RFP) 3.2 – Review Draft RFP With Stakeholders 3.3 – Identify and Notify Potential Bidders 3.4 – Release RFP	<ul style="list-style-type: none"> • Draft RFP • Final RFP • Vendor Listing

Task 3.1 - Prepare Draft Request For Proposal (RFP)

TASK DESCRIPTION: SDI will prepare a draft RFP for review by the Project Stakeholders and identified key staff. If the City has an existing preferred RFP template, SDI will conduct a review and compare the City templates to SDI’s proven ERP RFP template. In addition, if necessary, SDI will meet with the City’s purchasing and/or legal resources to verify RFP terms and conditions.

At a minimum, an RFP should include the following components: purpose and objectives, background, evaluation criteria and selection process, timeline, submission requirements (including forms and templates), RFP terms and conditions, current environment descriptions, business and operations metrics (i.e., number of employees, users, vendors, purchase orders, etc.), functional requirements, technical requirements and standards, and pricing proposal submission requirements. In the case of the City’s RFP there will also need to be a decision point regarding whether the City wishes to seek only a single solution for all of the disparate systems, or if it is open to considering best of breed solutions to address the City’s needs.

DELIVERABLE: Draft RFP

Task 3.2 - Review Draft RFP With Stakeholders

TASK DESCRIPTION: SDI recommends that the draft RFP be distributed to the City project team and subject matter experts for careful review. After staff has had the opportunity to review the RFP, SDI will conduct a meeting to address any changes, questions, or concerns.

Task 3.3 – Identify and Notify Potential Bidders

TASK DESCRIPTION: While online vendor portal sites provide a valuable channel for making an RFP publicly available, SDI believes it is in the City’s best interest to alert qualified vendors of the upcoming RFP release. SDI will compile a comprehensive list of public sector ERP solution vendors that provide potential solutions. SDI will review the listing with the City and assist the City in creating a notification message that can be distributed via email. Timely notification of the City’s intent to release an RFP will help ensure the City attracts quality solution vendors and allow the vendors to be better prepared to provide a timely response.

Task 3.4 – Release RFP

TASK DESCRIPTION: SDI will incorporate any recommended modifications to the draft RFP into a final document and will assist with distribution of the RFP.

DELIVERABLE: Final RFP

Phase 4 - Select

The process for selecting a suitable, best fit ERP solution vendor requires the City to follow a structured methodology. The goal of this phase is to ensure that the vendor that is the “best fit” for the City is selected. Up to this point in the project, the City will have invested heavily in establishing the foundation upon which a best fit selection will be made. The tasks in this phase are focused on ensuring a careful and detailed review of information provided in response to the RFP are conducted, as well as independent research, validation, and verification of content.

PHASES	TASKS	DELIVERABLES
<p style="text-align: center;">PHASE 4 SELECT</p>	<ul style="list-style-type: none"> 4.1 – Address Vendor Questions 4.2 – Prepare Evaluation Committee 4.3 – Conduct Initial Screening of Proposals 4.4 – Assist with Review and Scoring of Proposals 4.5 – Prepare for Proof of Capabilities (POC) 4.6 – Facilitate POC Sessions 4.7 – Assist with Due Diligence 4.8 – Prepare Vendor Selection Report 	<ul style="list-style-type: none"> • Vendor Question Responses • Evaluation Scoring Methodology and Matrix Template • Evaluation Scoring Matrix Summary • POC Session Agenda and Scripts • Vendor Selection Report
Task 4.1 - Address Vendor Questions		
<p>TASK DESCRIPTION: Release of a clear and well-structured RFP will dramatically reduce the number of vendor questions. However, due to the complex nature of ERP procurements, the City should anticipate that vendors will submit questions that must be addressed to ensure quality proposals are received. In this task, SDI will assist the City in responding to vendor questions.</p> <p>DELIVERABLE: Vendor Question Responses</p>		
Task 4.2 – Prepare Evaluation Committee		
<p>TASK DESCRIPTION: SDI will work with the City to identify the evaluation team and prepare an evaluator’s packet that includes clear descriptions and direction of the evaluation methodology. The packet will also include a scoring template to assist the evaluator in tabulating their results.</p> <p>DELIVERABLE: Evaluation Scoring Methodology and Matrix Template</p>		
Task 4.3 – Conduct Initial Screening of Proposals		
<p>TASK DESCRIPTION: SDI will conduct a screening evaluation of all proposals to determine which vendors and proposals meet the mandatory RFP requirements and minimum qualifications. SDI will present the results of our screening evaluation to the City. The City can use this information as a guide to determine which proposals require a detailed review.</p>		
Task 4.4 – Assist with Review and Scoring of Proposals		
<p>TASK DESCRIPTION: The evaluation team will review and rate the proposals per the evaluation criteria. In addition, SDI will review proposals to identify issues, concerns, questions, or clarifications that should be addressed, and will provide this information to the evaluation team and be available to the evaluators for consultation. SDI will assist the City in arriving at a preliminary evaluation scoring matrix that identifies a short list of preferred vendors.</p> <p>DELIVERABLE: Evaluation Scoring Matrix Summary</p>		
Task 4.5 – Prepare for Proof of Capabilities (POC)		
<p>TASK DESCRIPTION: Conducting proof-of-capabilities (POC) sessions with short-listed vendors is a key component of the selection process. This provides the vendors with the opportunity to fully demonstrate their solutions using City provided demonstration scenarios and scripts. As part of this task, SDI will develop the POC meeting agenda, scenarios, and scripts for the City to review. In addition, SDI can facilitate interaction between the City and the vendors to help ensure the vendor is adequately prepared to complete the POC. The POC provides valuable input into contract negotiations and helps clarify risk areas for special consideration.</p> <p>DELIVERABLE: POC Session Agenda and Scripts</p>		

Task 4.6 – Facilitate POC Sessions

TASK DESCRIPTION: SDI will facilitate the POC sessions to keep vendors on schedule and ensure all POC scripts are completed. At the conclusion of each vendor POC session, SDI will facilitate a debrief meeting with the evaluators to capture feedback and update the evaluation scoring matrix accordingly. This information will be used in the Vendor Selection Report (Task 4.8).

Of critical importance during the POCs will be the evaluation of each providers' solutions in terms of each of the five functional areas being considered for replacement. It will be important to carefully and objectively evaluate potential solution providers based on the functionality of their proposed solutions, including integrations between and among the solutions being presented.

Task 4.7 – Assist with Due Diligence

TASK DESCRIPTION: SDI will assist the City in planning for and completing reference checks and site visits (if desired by the City). While SDI is available to conduct the reference checks, it has been our experience that these are best performed by City staff because of the information exchange and opportunity to further network.

Task 4.8 – Prepare Vendor Selection Report

TASK DESCRIPTION: Using all the information and work products created to date, SDI will draft a Vendor Selection Report that outlines the process followed and the results of the evaluation. SDI will provide the City the opportunity to review a draft report and provide feedback. SDI will then publish a final Vendor Selection Report, which can be utilized as part of the City's written recommendation for City Council presentation.

DELIVERABLE: Vendor Selection Report

Phase 5 - Negotiate

Key terms, conditions, scope, and pricing terms must be fully resolved before concluding a final agreement. The purpose of the Negotiate phase is to formalize and implement a negotiation strategy to ensure the City obtains a favorable contract and all outstanding issues are resolved. SDI brings significant experience in contract negotiations that will help ensure an agreement that fully protects the City while supporting a successful implementation.

PHASES	TASKS	DELIVERABLES
<p style="text-align: center;">PHASE 5 NEGOTIATE</p>	<ul style="list-style-type: none"> 5.1 – Research Prior Vendor Agreements 5.2 – Conduct Initial Agreement Review 5.3 – Facilitate Negotiation Strategy Workshop 5.4 – Conduct Negotiations Meetings 5.5 – Assist in Obtaining City Council Approval 	<ul style="list-style-type: none"> • Final Agreement with Vendor • City Council Meeting Participation
<p>Task 5.1 - Research Prior Vendor Agreements</p>		
<p>TASK DESCRIPTION: This task focuses on identifying signed agreements with agencies that are of a similar size and complexity as they can provide a valuable source of information to help the City prepare for negotiations. SDI will seek out and review available agreements. The review will include evaluating terms and conditions, pricing, payment terms, milestones, and more. The information gathered will be compared to that which was submitted with the RFP with the goal of identifying any gaps or more favorable terms and conditions.</p>		
<p>Task 5.2 - Conduct Initial Agreement Review</p>		
<p>TASK DESCRIPTION: SDI will perform a review and provide feedback of the proposed agreement templates. Based on our experience, the City should expect multiple agreements (i.e., software licensing, maintenance and support, professional services, 3rd party software, etc.). SDI will provide the City guidance and assistance on the agreement review to help prepare for subsequent negotiations.</p>		
<p>Task 5.3 - Facilitate Negotiation Strategy Workshop</p>		
<p>TASK DESCRIPTION: SDI will facilitate a workshop with key City staff to develop the negotiation strategy. The workshop will focus on outstanding issues and questions, as well as areas of high risk that need to be addressed. A well-planned negotiation strategy reduces the negotiation timeline, reduces frustration among the parties, ensures the City presents a unified front, and reduces the risk that items will be overlooked.</p>		
<p>Task 5.4 - Conduct Negotiations Meetings</p>		
<p>TASK DESCRIPTION: SDI will assist the City in preparing for negotiation meetings and will attend to support City staff. If the City desires, SDI is available to facilitate the negotiation meetings. SDI will take the lead in recording the minutes from the meetings to capture outstanding items, next steps, and critical dates.</p>		
<p>DELIVERABLE: Final Agreement with Vendor</p>		
<p>Task 5.5 - Obtain City Council Approval</p>		
<p>TASK DESCRIPTION: SDI will attend and/or participate in the City’s presentation of the vendor agreements to the City Council for approval. SDI’s level of participation will be at the City’s direction.</p>		
<p>DELIVERABLE: City Council Meeting Participation</p>		

Task 6 – Implementation Plan

A key contributor to the successful implementation of any replacement ERP solution is the thoughtful and deliberate process of planning out the implementation process for new system implementation and adoption. One of the major considerations when acquiring a replacement system should be to improve efficiency and effectiveness, reduce redundant processes, and maximize the adoption of best business practices. A key contributor to these goals is getting buy-in from the users of the system, such that they become champions of the new system and contribute to the successful adoption of best practices. Task 6 provides the framework for a successful ERP implementation.

PHASES	TASKS	DELIVERABLES
PHASE 6 IMPLEMENTATION PLAN	6.1 – Review Vendor Implementation Plan 6.2 – Identify and Document Potential Implementation Risks 6.3 – Develop Implementation Recommendations 6.4 – Document Implementation Strategy	<ul style="list-style-type: none"> • Implementation Risk Plan • Implementation Strategy Document
Task 6.1 – Review Vendor Implementation Plan		
TASK DESCRIPTION: SDI will review the selected vendor’s proposed implementation plan and will meet with the vendor to discuss any potential concerns regarding the plan.		
Task 6.2 – Identify and Document Potential Implementation Risks		
TASK DESCRIPTION: SDI will provide observations and recommendations to the City regarding the proposed implementation plan, with specific emphasis on potential areas of project risk. We will incorporate our observations, along with recommended remediation strategies, into an Implementation Risk Plan.		
DELIVERABLE: Implementation Risk Plan		
Task 6.3 – Develop Implementation Recommendations		
TASK DESCRIPTION: SDI will call on our years of experience implementing replacement ERP solutions to provide observations and recommendations toward a successful system implementation.		
Task 6.4 – Document Implementation Strategy		
TASK DESCRIPTION: SDI will utilize the information gathered during previous sub-tasks to develop a comprehensive Implementation Strategy document to assist with and support the successful implementation of the new ERP system.		
DELIVERABLE: Implementation Strategy Document		

EXHIBIT "B"
COMPENSATION

Price Proposal

SDI has carefully considered the scope and complexity of the City’s project when developing the level of effort and pricing. The information provided below is an expansion of the pricing page required to be completed through the PlanetBids portal.

Assumptions

The following assumptions for each Task Order are provided to quantify the maximum number of items per Task Order:

Task Order 1 – Financial System

➤ Discovery Workshops with City staff:	30
➤ Number of Vendor Finalists:	2
➤ Number of Days Per Proof of Capabilities:	3

Task Orders 2 – Human Resources System

➤ Discovery Workshops with City staff:	15
➤ Number of Vendor Finalists:	2
➤ Number of Days Per Proof of Capabilities:	2

Task Order 3 – Work Order and Asset Management

➤ Discovery Workshops with City staff:	20
➤ Number of Vendor Finalists:	2
➤ Number of Days Per Proof of Capabilities:	3

Task Order 4 - Customer Relationship Management & 311 System

➤ Discovery Workshops with City staff:	15
➤ Number of Vendor Finalists:	2
➤ Number of Days Per Proof of Capabilities:	2

SDI’s all-inclusive cost to complete this project is \$394,325. This cost includes all project-related expenses including travel to the City for onsite activities and represents 1,956 total estimated hours. Hourly rates for the SDI project team vary from \$195 per hour (Project Consultant) to \$250 per hour (Project Executive / Advisor). Provided below are tables containing detailed cost breakdown for each of the five Task Orders contained in SDI’s proposal.



Upon receipt and approval by City steering committee of completed SDI Phase deliverables for each of the City Task Orders, SDI will invoice the City for the corresponding amount due for the SDI Phase being invoiced.

Task Order 1: Financial Systems

SDI Phase	Total Estimated Hours	Total Cost
Phase 1 – Initiate		\$2,940
Phase 2 – Requirements		\$44,940
Phase 3 – RFP		\$6,885
Phase 4 – Select		\$40,710
Phase 5 – Negotiate		\$10,170
Phase 6 – Implementation Plan		\$6,720
Total Task Order 1	556.0	\$112,365

Task Order 2: Human Resources System

SDI Phase	Total Estimated Hours	Total Cost
Phase 1 – Initiate		\$2,940
Phase 2 – Requirements		\$33,015
Phase 3 – RFP		\$6,885
Phase 4 – Select		\$34,170
Phase 5 – Negotiate		\$10,170
Phase 6 – Implementation Plan		\$6,720
Total Task Order 2	464.0	\$93,900

Task Order 3: Work Order and Asset Management

SDI Phase	Total Estimated Hours	Total Cost
Phase 1 – Initiate		\$2,930
Phase 2 – Requirements		\$33,975
Phase 3 – RFP		\$6,390
Phase 4 – Select		\$41,310
Phase 5 – Negotiate		\$9,810
Phase 6 – Implementation Plan		\$6,240
Total Task Order 3	500.0	\$100,655

Task Order 4: Customer Relationship Management and 311 System

SDI Phase	Total Estimated Hours	Total Cost
Phase 1 – Initiate		\$2,520
Phase 2 – Requirements		\$26,790
Phase 3 – RFP		\$6,885
Phase 4 – Select		\$34,800
Phase 5 – Negotiate		\$10,170
Phase 6 – Implementation Plan		\$6,240
Total Task Order 4	436.0	\$87,405

EXHIBIT "C"

KEY PERSONNEL

SDI Team Resumes

Following this cover page are resumes for:

- ◆ Terry Hackelman – Project Executive & Advisor
- ◆ Patrick Griffin – Delivery Executive
- ◆ Rick Keyes, PMP – Project Manager
- ◆ Robert Griffith, PMP – Project Consultant
- ◆ Max Berger, PMP – Project Consultant
- ◆ Wahab Balogun – Project Consultant
- ◆ Dixon Mutadzakupa - Project Consultant
- ◆ Kelli Ganley - Project Consultant