CITY OF MUKILTEO

Finance Department

Request for Proposal
for
ERP Software and Implementation Services
August 4, 2023

Proposals Due Prior To:
September 8, 2023 – 4:00 p.m. Pacific

For more information regarding this project, contact:
Finance Director Ana María Núñez, amnunez@mukilteowa.gov

CITY OF MUKILTEO
ADVERTISEMENT FOR PROPOSAL
ERP Software and Implementation Services

The City of Mukilteo (City) is seeking proposals from qualified firms to provide Enterprise Resource Planning ("ERP") Software and Implementation Services. ERP software includes functionality to support Financial Management, Human Capital Management, Utility Billing, and Permit and Planning across the City.

The Request for Proposal (RFP) packet shall be obtained by emailing Finance Director Ana María Núñez at amnunez@mukilteowa.gov or visiting the City's website at http://mukilteowa.gov/wp-content/uploads/ERP-Software-and-Implementation-Services-RFP_08.04.23.pdf. Questions regarding specifications shall be directed via email to Finance Director Ana María Núñez. No response will be provided for questions submitted after the date indicated in the RFP.

Responses will only be accepted via email and must be received by the City no later than the closing date of September 8, 2023 at 4:00 p.m. Pacific. Responses delivered later will not be accepted. The City of Mukilteo is not responsible for delays in delivery. Responses may be submitted via email to amnunez@mukilteowa.gov.

The City of Mukilteo in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The City is an equal opportunity and affirmative action employer. Small, minority- and women- owned businesses are encouraged to submit bids. All work performed on the project will be subject to the State of Washington prevailing wage rates.

The City reserves the right to cancel this request, or reject any and all responses submitted, or to waive any minor irregularities in bid responses if the best interest of the City would be served. No respondent may withdraw their proposal after the response due date and time.

Publishing Date: Daily Journal of Commerce and the Everett Herald on August 4, 2023

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SECTION 1 – INVITATION FOR PROPOSALS

The City of Mukilteo, Washington (City) is seeking to obtain proposals from experienced and qualified software firms (Vendor) for the acquisition and implementation of an Enterprise Resource Planning (ERP) software solution that satisfies all of the City's functional and technical requirements.

The ideal Vendor(s) shall have experience in successfully implementing the proposed solutions at local government agencies of similar size and scope of services to the City. A detailed description of the products and services required are contained in Section 3, Scope of Work and Timeline.

It is the submitter's responsibility to deliver the document to the proper email address by the assigned time. The City accepts no responsibility for lost or misdirected email submittals. The City is not liable for any costs incurred by the Vendor before issuance of a contract. All costs incurred in responding to this Request for Proposal are solely the responsibility of the Vendor.

All materials submitted in response to this RFP become the property of the City and will not be returned. Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

SECTION 2 – BACKGROUND

Mukilteo is a waterfront community situated on Puget Sound in southern Snohomish County, about 25 miles north of Seattle. This scenic area has views of the Olympic Mountains to the west and the Northern Cascade Mountains to the north and east. Annual precipitation for the region is approximately 35 inches and visitors find moderate weather conditions from May through the end of October. The City provides police and fire services, street improvements and maintenance, community development services, general administrative services and parks and recreation management. The City also owns and operates a storm water utility.

The City is seeking to replace the current ERP software from Tyler Technologies (EDEN), with an "off the shelf" ERP solution, or ERP with integrated 3rd Party partner solutions that will meet its core requirements with minimal custom modification. The project goal is to provide a customer-centric, innovative and integrated ERP system that will support the City staff in the delivery of services. The key business drivers for the ERP software replacement project are as follows:

- Create customer-centric service portals that improve the quality and timeliness of services delivered to external and internal customers.
- Reduce processing time and operational costs of financial transactions.
- Greatly reduce current paper and Excel-based processes and forms.
- Eliminate redundant processes, software and systems.
- Expand customer self-service and Internet-based options.
- Improve integration to other City owned software systems.
- Provide long-term software viability of the City's future ERP needs.

The City intends to minimize its total cost of ownership without degrading performance or levels of service. The selected ERP Vendor must have a stable enterprise product and corporate strategy to avoid obsolescence.

This RFP is part of a competitive procurement process which helps to serve the best interest of the City and residents. All respondents will hereby be referred to throughout this document as Vendor. This RFP will assist the City in selecting a qualified Vendor to provide ERP software and implementation services.

The City is interested in receiving responses from all qualified Vendors who can meet the functional specifications as outlined in this RFP. If the responding ERP Vendor wishes to propose collaboration with a 3rd Party Partner for portions of the functionality in order to meet the key functional and technical requirements, we ask that the primary ERP Vendor submit a single proposal that includes and clearly identifies the partner application being proposed.

The City is open to **both cloud and on-premises solutions**. For an on-premises solution, the City has its own data center and utilizes the Microsoft technology stack in a MS SQL environment. A web-based solution utilizing browser-based access is also an option.

SECTION 3 – SCOPE OF WORK AND TIMELINE

The City intends to purchase an integrated ERP solution (or an ERP with integrated 3rd Party solutions for certain areas of functionality) that includes the following specific modules and functional areas:

Modules	
• Accounting/General Ledger	• Fixed Assets
• Procurement	• Payroll
• Accounts Payable	• Human Resources (optional add-on)
• Accounts Receivable	• Citizen Engagement (optional add-on)
• Cashiering/Treasury	• Financial Transparency (optional add-on)
• Project and Grant Accounting	• Budget Preparation
• Financial Reporting	• Workflow Processing
• Customizable Reports	

The following table lists some of the key applications that may require interface/integration to the ERP system to support business processes and functions. A key driver for selection of a new ERP system will be the ability to interface with or integrate to these applications (or similar applications of their type).

Software	Function	Integrate/ Interface
Esri Enterprise	GIS	Yes
Intuito Websites	City Website	Yes
Employee Self-Service (Tyler Tech.)	Timekeeping	Replace
Passport Labs, Inc.	Traffic violations	Yes
Ventek International	Waterfront & downtown parking	Yes
ActiveNet	Payment gateway	Yes or Replace
OpenGov/Point & Pay	Permitting, cashiering	Yes
Amazon	Purchasing	Review
Powertime	Scheduling/Time Tracking	Review

In addition, Excel spreadsheets or other shadow systems are being used to manage information outside the current EDEN ERP system from Tyler Technologies. The vision of the City is to eliminate or minimize the need for the Excel spreadsheets/shadow systems within each department so the ERP can improve efficiencies, minimize errors and lower operating costs.

The solution selected will be implemented using a phased approach or as recommended by the selected Vendor and approved by the City. The City expects process improvement through implementation of new systems and intends to adopt the best practices offered by the selected Vendor. Vendors who are invited to demonstrate their product should be prepared to discuss the application's best practices and the system's ability to adapt to user preferences.

Timeline. The following defines the estimated timeline for the selection of a Vendor. However, the City reserves the right to modify or reschedule this timeline as necessary.

Activity	Dates
Release of Request for Proposal	August 4, 2023
Vendor Questions Due	August 18, 2023
Vendor Questions Answers Posted	August 25, 2023
Proposals Due	September 8, 2023

Selection of Finalists and Delivery of Demo Scripts	October 13, 2023
Software Demos	November 2023
Due Diligence Review	December 2023
Contract Negotiations	January 2024
Award Contract	February 2024

SECTION 4 – RFP EVALUATION

Evaluation: An evaluation committee selected by the City will review and evaluate responses in accordance with criteria identified below. Clarification of submitted material may be requested during the evaluation process. The City may award to the successful Vendor based on their initial proposal or invite them to demo their solution or enter into contract negotiations.

Each proposal received in response to this RFP will be evaluated based on the following criteria.

1. Proposal adherence to submittal specifications in Section 5
2. Functional and technical fit to the City's requirements
3. Technology and architecture of the solution
4. Total cost of the solution
5. Vendor's experience and expertise
6. Vendor References

The City reserves the right to select a Vendor based solely on the information submitted in the proposal and to make a contract award without any further discussion with the Vendors regarding the responses received. Therefore, responses should be submitted initially on favorable terms available to the City from a price, contractual terms and conditions, and technical standpoint.

The City also reserves the right to conduct discussions with Vendors who submit proposals. The City is not under any obligation to reveal to a Vendor how a response was assessed or to provide information relative to the decision-making process.

Notification: Based on the evaluation of the proposals, the City may select a short list of approximately three Vendors and invite them to participate in pre-demo meetings and software demos. The selected Vendors will be notified via e-mail by the date indicated in Section 3. The notification will include a demo script document that will be used for the on-site demos.

Pre-Demo Meetings: Once Vendors have been notified of elevation to the short list, the City may conduct Pre-Demo Meetings with the Vendors. The purpose of the Pre-Demo meeting is to address any questions about logistics of the on-site demos or the demo script that will be provided by the City.

Software Demos: The functional and technical product demos will be presented to the City by the short-listed Vendors according to a pre-defined script. All Vendors must follow this script during their demo process. The evaluation criteria for the demo process will include adherence to the script as well as the ability to successfully demonstrate the product's ability to meet the City's functional and technical requirements. The City reserves the right to request additional information, interviews, follow-up demonstrations or any other type of clarification of proposal information it deems necessary to evaluate the final Vendors. In addition to scripted functional demonstrations, the City may request a more extensive technical demo. This demo will be scheduled on an as-needed basis for the short-listed Vendors.

SECTION 5 – VENDOR INSTRUCTIONS

Please submit your RFP response by the date indicated on the front page of this RFP in the following format:

1. One electronic PDF copy of your entire RFP proposal in the order defined in the table below.
2. One electronic copy of the Requirements Section in the original Word format.

Email the proposal to Finance Director Ana María Núñez at amnunez@mukilteowa.gov by the due date and time specified on the cover of this RFP.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Pre-Bidders Questions: Questions regarding this RFP may be submitted to the City via email by the date indicated in Section 3. Email questions to amnunez@mukilteowa.gov. The City will address all questions and post them to the City's website by the date indicated in Section 3 of this RFP. No formal Pre-Bidders Conference will be held.

Proposal Response Format: In order to assist in the fair and equitable evaluation of all responses, Vendors are being asked to **adhere to the specific response format** set forth below. Responses that deviate from the requested format may be classified as "non-responsive" at the discretion of the City and may be subject to disqualification. Marketing information will not be accepted in lieu of a direct response to all requirements and questions. Proposals should be organized and include the following sections and content:

Section	Description
1. Vendor Information Form	Complete the form provided in Exhibit A for Section 1 of your RFP response. This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your company. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached. *Failure to submit this form may result in your proposal being deemed non-responsive.*
2. Requirements	Complete the Requirements document provided in Exhibit B following the directions in Section 6 of this RFP. Each line item must have a rating and a comment relative to how the function is supported by the software. Submit in Word format using the template provided along with the RFP and do not make any changes to formatting of this document (adding logos, changing fonts, inserting page breaks, layout, etc.) Also, do not convert the Word document into a PDF.
3. Pricing	Complete the Pricing Summary using Exhibit C of this RFP. Pricing must be fully comprehensive and complete, including all taxes and list any available discounts. Pricing must be valid for at least 365 days from response submission date. All one-time and recurring costs must be provided. a. Software License (On-premises) or SaaS License (SaaS Annual Subscription): Provide cost for user counts/modules required. Include individual pricing summaries for on-premises, SaaS, or hosted options if applicable. b. Implementation Services: Provide cost estimates for implementation, including but not limited to implementation and configuration of the software, data conversion, system configuration, integration, report development, testing, and training for all required software. c. Annual Maintenance (On-Premises) or Annual Subscription (SaaS): Indicate the estimated total dollars and percent of software license cost plus any CPI changes that might be incurred in years 2-5.

	d. Supporting documentation for pricing may be included if it clarifies or provides relevant detail to your proposal.
4. Implementation	Provide an overview of Vendor's implementation methodology including: a. Project Plan: Sample Project Plan including Phases, Tasks and Timeline. b. Recommendation for phased approach. c. City resources: Roles, responsibilities, average estimated time per month by functional area. d. Vendor resources: Roles, responsibilities, average estimated time per month. e. Process improvement: Approach to process improvement through implementation. f. Change management: Methodology and tools used. g. Data conversion strategy. h. Testing methodology. i. Environments available including Production, Test, etc. j. Training methodology and resources. k. Work collaboration tools used. l. Integration: Approach, tools, and experience with applications listed in this RFP. m. Implementation team post go-live support services, training resources, etc.
5. Support	Provide an overview of support services offered and recommended including but not limited to: a. User support: hours of service, 24x7 support, average/guaranteed response time, ticketing system used, resources available, escalation process. b. System enhancements: approach to user enhancement requests. c. Support for 3rd Party Partner applications if proposed. d. Hosting or cloud services: performance monitoring, tuning, loading of patches and version releases. e. Software upgrades: timing, support provided, documentation. f. User groups and conferences; local and national. g. Product training resources provided for technical and user training post go-live; approach to delivery, training materials provided, and available online tutorials, etc. h. Documentation: description and examples of user, administrator, and technical system references and help materials.
6. Technology Overview	Provide an overview of the system technology and future strategic direction including: a. Options for technical architecture; hosted, on-premises, SaaS, etc. b. Hardware specifications for the proposed solution. c. Mobile hardware and operating system specifications. d. GIS integration – Esri 10.x Online or On-Premises. e. Remote access and mobile capabilities, supported technologies, and portals available. f. Online data dictionary. g. Escrow agreements. h. Timing and frequency of software updates. i. Environments – number and types provided. j. System Back Up, Redundancy, Disaster Recovery Services. k. SharePoint Strategy. l. API's offered.
7. References	Using the forms provided in Exhibit D, provide three public sector customer references that are similar in size and project scope to the City.
8. Contract Performance	Indicate if at any time during the past five years Vendor has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situation(s) including name and address of contracting party.
9. RFP Exceptions	Specifically identify any exceptions to this RFP. Identify a preferred workaround or

	alternative to each exception.
10. Contract Samples	Provide sample contract documents that may include the following: a. Statement of Work b. Perpetual Software License or SaaS License Agreement c. Maintenance or Support Agreements d. Service Level Agreements e. 3rd Party Agreements.
11. Non-Disclosure Agreement	Complete the form provided in Exhibit E for Section 11 of your RFP response. This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your company.

SECTION 6 – REQUIREMENTS

This section includes instructions for completing ERP Requirements document (Exhibit B) in this RFP. Exhibit B should become Section 2 of your proposal. This is not a comprehensive list of all the City's requirements but includes the key requirements that will be used to evaluate the proposals and will be incorporated into the signed contracts.

For each item a ranking has been provided indicating the importance to the City. Rankings used are **R for Required, I for Important, N for Nice to Have or E for Explore**. Software applications that are missing a significant number of required features and technology preferences may be eliminated from consideration.

Vendors must **provide a rating and a comment for every item**. If the requirement does not pertain to the proposal being submitted, enter "N/A". The comment should include a **brief explanation** of how the item is supported. **Please do not modify the format, font, numbering, etc. of this section or insert page breaks.** If a submitted RFP includes blank responses the document may be considered incomplete and rejected. Use the following rating system to evaluate each requirement:

Rating	Definition
4	**Standard and available in the current release**. Software supports this requirement and can be implemented out of the box or with configuration at no additional cost. No source code modification is required.
3	**Meet requirement with minor modification**. Modification maintains application on upgrade path. Testing and production of modifications will be completed by implementation date. Include an estimate for the cost of the modification.
2	**Available with 3rd party software application.** Indicate name of the application recommended and number of installs jointly completed.
1	**Does not meet requirement and requires substantial system modification.** Indicate timing required and estimated cost of modification.
0	**Not available.** Software will not meet requirement.
F	**Future Release.** Requirement will be available in future release. Indicate anticipated release date: month and year.

Sample Response Format: Please use the format below when completing your response.

	General	Rating and Comment
R	1. Audit Trail with user, date, time stamp throughout all modules. Before/after values is Important.	4. System logs all transactions and stamps them with user, date, time and before/after values. A report can be generated to review audit history.

PLEASE USE THE WORD VERSION OF THE REQUIREMENTS FILE AND SUBMIT AS A SEPARATE DOCUMENT ALONG WITH A PDF VERSION OF YOUR ENTIRE RESPONSE.

WORD VERSION OF VENDOR RESPONSE HERE.

SECTION 7 – TERMS AND CONDITIONS

7.1   RFP Amendments

The City reserves the right to request a respondent clarify its proposal or supply any additional material deemed necessary to assist in the evaluation of the Proposal.

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. All such addenda will become part of the RFP.

The City further reserves the right to cancel or reissue the RFP for any reason.

7.2   Proposal Acceptance

The City reserves the right to accept the bid, bids or parts of the bid deemed most advantageous to the City. If applicable, the City reserves the right to request from the software Vendor a different implementation provider, systems integrator and/or value added reseller than the one proposed, or, at its sole discretion, select a different implementation provider, systems integrator and/or value added reseller on its own.

7.3   Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the proposal due date and time, provided notification is received via email to amnunez@mukilteowa.gov. Proposals cannot be changed or withdrawn after the time designated for receipt.

7.4   Rejection of Proposals

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal and to accept any proposal deemed to be in the best interest of the City.

7.5   Proposal Validity Period

Submission of a proposal will signify the Vendor's agreement that its proposal and the content are valid for 365 days following the submission deadline unless otherwise agreed to in writing by both parties. Proposals that include a validity period of less than 365 days may be deemed non-responsive and rejected. The proposal will become part of the contract that is negotiated between the City and the successful Vendor.

7.6   Public Records

Vendors should be aware that any records submitted to the City or that are used by the City, even if the Vendors possess the records may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Vendors should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific. Vendors should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the Vendor of any public disclosure request for the Vendor's proposal. If the Vendor believes its records are exempt from disclosure, it is the Vendor's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the Vendor's discretionary decision

whether to file such a lawsuit. However, if the Vendor does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

7.7   Ownership of Documents

Any reports, studies, conclusion, and summaries prepared by the Vendor for this project shall become the property of the City.

7.8   Recordings

The City reserves the right to record and/or videotape all demos, conference calls, or other communications relative to this RFP.

7.9   Insurance Requirements

A. Insurance Term. The Vendor shall procure and maintain for the duration of an Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

B. No Limitation. The Vendor's maintenance of insurance as required by an Agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Vendor shall obtain insurance of the types and coverage described below:
    1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.
    2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop- gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
    3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
    4. Technology Errors & Omissions (E&O).
    5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:
        a. Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.
        b. Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or City data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the City or any other third party data.
        c. Lawfully insurable fines and penalties resulting or arising from a data breach.
        d. Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice,

notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

D. Minimum Amounts of Insurance. The Vendor shall maintain the following insurance limits:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
    2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.
    3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.
    4. Technology Errors & Omissions (E&O) shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.
    5. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than $2,000,000 per claim $2,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services.

E. Other Insurance Provision. The Vendor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation. The Vendor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Vendor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

J. City Full Availability of Vendor Limits. If the Vendor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Vendor, irrespective of whether such limits maintained by the Vendor are greater than those required by an Agreement or whether any certificate of insurance furnished the City evidences limits of liability lower than those maintained by the Vendor.

K. Safeguarding of Personal Information.
    1. The Vendor shall not use or disclose Personal Information, as defined in RCW 19.255.005, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Vendor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.
    2. The Vendor shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

3. The Vendor shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.
4. The Vendor and its sub-contractors agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of City or as otherwise authorized by law.
5. The Vendor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information. The Vendor shall make the Personal Information available to amend as directed by City and incorporate any amendments into all the copies maintained by the Vendor or its subcontractors. Vendor shall certify its return or destruction upon expiration or termination of the Agreement and the Vendor shall retain no copies. If Vendor and City mutually determine that return or destruction is not feasible, the Vendor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.
6. The Vendor shall notify City in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Vendor shall take necessary steps to mitigate the harmful effects of such use or disclosure. Vendor is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by City. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

7.10   Equal Opportunity Requirements

The City is an equal opportunity employer and requires that all Vendors comply with policies and regulations concerning equal opportunity. No Vendor in performance of this agreement will discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.

7.11   Other Compliance Requirements

In addition to compliance requirements listed above, the Vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work.

7.12   Non-Disclosure Agreement

The Vendor will be required to sign and comply with a Non-Disclosure Agreement.

7.13   Hold Harmless

Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Vendor in performance of an Agreement, except for injuries and damages caused by the sole negligence of the City.

7.14   Venue

In the event of litigation concerning this RFP, the proposal documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of Washington. Venue shall be with the appropriate state or federal court located in Snohomish County.

7.15   Standard Consultant Agreement

The Vendor selected as the apparently successful Vendor will be expected to execute the City's standard Consultant Agreement, which is attached as Exhibit F.

Exhibit A – Vendor Information Form

ERP Software and Implementation Services
[Project Number _____]

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your company. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.

Failure to submit this form may result in your proposal being deemed non-responsive.

Company Name	Signed By
Address	Printed Name
City, State, Zip	Title
Phone Number	Date
Email Address	

Exhibit B – Requirements

#	Requirement	Response Code	Response/Comments
**1. General**		
**1.1 User Interface**		
1.1.1	Provides a browser-based user interface		
1.1.2	Supports mobile technologies (e.g. smartphones, tablets)		
1.1.3	Provides the ability to drill-down and drill-across from a transaction view to the supporting source data and documents		
1.1.4	Provides fully integrated functionality such that data is entered only one-time and available throughout the system(s) and available in real time (single-points of data entry) to eliminate re-keying of information		
1.1.5	Provides organized screen layouts that are customizable		
1.1.6	Provides consistent use of icons, colors, and menus across all elements		
1.1.7	Provides shortcuts for frequently accessed processes, screens, reports, etc.		
1.1.8	Provides search functions that reach across all applications and attachments		
1.1.9	Provides online help that is context sensitive and content appropriate with manuals also available for download		
**1.2 Workflow**		
1.2.1	Provides integrated workflow management including generation, routing, notification and approval of forms, reports, other documents, and processes (e.g., payable processing, purchase orders, GL transactions, HR transactions, payroll processing, budgeting, personnel action forms, business license, etc.) for all modules		
1.2.2	Provides ability to establish multiple approval levels based on user-defined criteria (e.g., dollar amounts, types of items purchased, document types, etc.)		
1.2.3	Allows out of office approval delegation		
1.2.4	Provides multiple attributes to define which users participate in which steps of the workflow processes (e.g., GL number segments, unique groupings, project/task codes, object/spend category codes, consideration of roles, etc.)		

#	Requirement	Response Code	Response/Comments
1.2.5	Integrates with the email system to assist in the notification/ request of approvals, reject, corrections, and approval through/ from email and mobile devices		
1.2.6	Allows document attachment and allows attached documents to be available for review through all levels of approval for all core modules		
1.3 Reporting and Analysis **General**			
1.3.1	Provides modeling tools to do 'what if' analysis and forecasting (i.e., analysis of revenue/expenditure trends and the ability to develop forecast projections)		
1.3.2	Processes transactions in real-time that are immediately available for inquiry and reporting		
1.3.3	Allows users to drill down from reports and inquiries to source transaction		
1.3.4	Provides full integration with MS Excel for all modules (e.g., worksheet export to Excel, data imported from Excel, etc.) and allows users to export reports to Excel that include formulas/ formatting		
1.3.5	Provides the ability to copy and customize standard reports		
1.3.6	Provides the ability for reports to access data across all modules		
1.3.7	Provides the ability to create report notification groups and inform/alert groups a new report is available		
1.3.8	Provides the ability to choose a format when exporting a report (e.g., Excel, Adobe, flat file, delimited, etc.)		
1.3.9	Provides the ability for a dashboard/scorecard to include, at a minimum, user defined metrics, key performance indicators (KPIs), reports, charts, etc.		
1.3.10	Provides the ability for reporting to be based on user security setting		
1.3.11	Provides the ability to save and "publish" ad hoc reports for use by others		
1.3.12	Provides the ability to report/query on any field within an application		
1.3.13	Allows for multiple output options (e.g., display, print, email, etc.)		
1.3.14	Provides the ability to automatically run schedule reports for distribution to a group or		

#	Requirement	Response Code	Response/Comments
	individuals		
1.3.15	Provides the ability to define reporting period (e.g., from-to, including those over multiple fiscal years), transaction type (e.g., posted, non-posted, etc.), by fund, by department, etc.		
1.3.16	Provides ability to run reports on all projects, including inactivated projects		
GL/Accounting			
1.3.17	Provides an automated means to categorize and summarize transactional data in support of monthly and quarterly reporting, and the annual audited financial statements		
1.3.18	Provides automated, flexible, and efficient month-end reporting		
1.3.19	Provides a report to assist Journal Entry approval/review and includes GL accounts and names, amounts, descriptions, etc.		
1.3.20	Provides the ability to generate printed output of all financial/ accounting reports (e.g., income statement, balance sheet, general ledger, revenue/expenditure comparison report etc.)		
1.3.21	Provides functionality for generation of accounting reports required by State and Federal agencies (i.e., quarterly sales tax)		
Budgeting			
1.3.22	Provides the ability to report on justification comments by budget line item		
1.3.23	Offers the ability to see budget-to-actuals in real-time with drill- down capabilities		
1.3.24	Supports publication of the "annual budget document" via direct leveraging of system outputs/forms/reports		
1.3.25	Allows users to change key underlying assumptions to impact forecasts		
1.3.26	Provides modeling for "what if" scenarios and forecasting tools for "10 Year Cash Flow Projections"		
Position Control			
1.3.27	Provides reporting by position type		
1.3.28	Provides reporting by position funding allocations		
1.3.29	Provides reporting by filled, and vacant positions		
1.3.30	Provides reporting for grant positions nearing the end date		

#	Requirement	Response Code	Response/Comments
Employee Master File			
1.3.31	Provides Seniority Listing		
1.3.32	Provides ability to select data required for labor costing/ negotiations (e.g., PERS, health, pay, employment dates, position title, etc.)		

1.3.33	Provides Federal and State government mandated HR reporting:
	• Federal HR Reports
	   o IRS Report/Extract (Quarterly)
	   o SSA W-2 Report/Extract (Annual)
	   o EEOC EEO-4 Report/Extract (Odd Years)
	   o DOL VETS 100 Report/Extract (Annual)
	   o ACA Report/Extract (Annual)
	• State HR Reports
	   o ESD New Hire Report/Extract (Every Pay Period)
	   o PFML, L&I, UI Report/Extract (Quarterly)
	   o Employee earnings and hour reports must comply with stated requirements of DRS for reporting in proper periods, including for retro pay		

Benefits Administration			
1.3.34	Provides 3rd party benefit administrator reports		
2. Finance **2.1 General Ledger/Accounting** **General**			
2.1.1	Maintains accounts for transactions via elements such as fund, department, division, program, project, object, or any other element needed to meet the needs of the City		
2.1.2	Ensures all transactions post individually and/or in summary to the general ledger regardless of the transaction source ensuring each entry is balanced and auditable, and provides a message/ warning if transactions are not balanced		
2.1.3	Supports modified and full accrual accounting methods		
2.1.4	Creates appropriate entries needed at the end of the period (month or year) and for purposes of opening a new period (i.e., rolling forward account balances or reversing certain year end entries)		

#	Requirement	Response Code	Response/Comments
2.1.5	Provides the ability to add notes/comments to transactions that post to the GL		
2.1.6	Enforces rules for entry validation based on roles at departmental/user level to prevent incorrect account coding		
2.1.7	Captures multiple dates (e.g., transactional, posting, data entry, etc.)		
2.1.8	Provides pooled cash accounting from multiple funds to a single bank account		
2.1.9	Supports Government Accounting Standards Board (GASB) standards/principles		
Chart of Accounts (COA)			
2.1.10	Supports a flexible COA structure with room for growth within each field and expanded use of segments in the future		
2.1.11	Provides ability to reclassify the COA as necessary in support of organizational changes without having to create an entirely new COA		
2.1.12	Allows for object code category		
2.1.13	Provides an option for City re-organization to have data/history move (all data re-written to new account, electronic reference, crosswalk, etc.)		
2.1.14	Provides the ability to support reporting, analysis, and organizational views of all levels within the organization		
2.1.15	Provides the ability to adapt the COA to support modern financial concepts such as workflow, reporting, security design, and internal controls		
Journal Processing			
2.1.16	Supports multiple journal processing capabilities including one- time, standing, automated recurring, allocations & distributions, automatic reversals (accruals), and corrections		
2.1.17	Identifies the source of journals (e.g., budget, sub-system, import, etc.)		
2.1.18	Allows multiple periods to be open at the same time		
2.1.19	Manages due to/due from transactions		
2.1.20	Allows multiple options for creating a journal (e.g., onscreen, import from Excel, copy a prior journal, etc.)		
2.1.21	Provides multiple description fields for the Journal Entries (i.e., long, short, free form,		

#	Requirement	Response Code	Response/Comments
	etc.) and document attachment		
2.1.22	Provides the ability to search for posted journals by date, accounting period, keyword, creator, etc.		
2.1.23	Provides the ability to save work in process and return to it at another date/time		
2.1.24	Provides the ability to allocate employee costs by various factors including percentage to multiple account strings, pay type with associated benefits, etc.		
Bank Account Management and Bank Reconciliation			
2.1.25	Provides the ability to manage and automate reconciling of multiple bank accounts		
2.1.26	Provides the ability to transfer funds between accounts		
Closing			
2.1.27	Supports period-end, soft-close processes (i.e., secures new entries to a closed accounting period for specific modules)		
2.1.28	Provides the ability to select frequency of interest allocations		
2.1.29	Provides automated year-end closing of revenue and expenditure accounts and the automated roll forward balance sheet accounts (as appropriate) to establish subsequent year beginning balances		
2.1.30	Allocates interest earnings, gain/loss on investments and expenses as a percentage of daily cash balances, prepares journals of the allocations for review and posting		
2.1.31	Allows multiple year-end closings periods (i.e., period 13, period 14, etc.)		
2.1.32	Supports period-end, hard-close processes		
2.2 Budgeting			
2.2.1	Provides an automated electronic budget process with decentralized entry, workflow, and related notifications/alerts		
2.2.2	Supports tracking budget revisions and mid-year amendments		
2.2.3	Supports multiple budget years for expenditures, revenue, and projections		
2.2.4	Supports Capital Improvement Planning project budgeting		
2.2.5	Tracks various budget versions (i.e., Department Head version vs. Executive version)		

#	Requirement	Response Code	Response/Comments
2.2.6	Projects fund balance details automatically (i.e., reflecting projected reserves, revenues, expenses, and inter-fund transfers that would result in an ending fund balance)		
2.2.7	Provides the option to seed budgets zero-based, with historical data (e.g., last year's actuals) or with increasing/decreasing factors down to the object level		
2.2.8	Allows departmental entry of justifications and background data related to requests; this information must stay with line-item entries through budget level-up cycles		
2.2.9	Processes mass changes to various accounts during budget process such as a reorg		
2.2.10	Offers the ability to control budget rollups at multiple levels		
2.2.11	Offers the ability to add/delete/ reallocate/shift positions and update proposed budgets in real-time		
2.2.12	Provides the ability to allocate employee costs by various factors including percentage to multiple account strings, pay type with associated benefits, etc.		
2.2.13	Provides position budgeting processes for updating the budget to reflect changes for such things as COLAs, adjustments to variable benefits, updates to fixed benefits, and other misc. personnel- related rate adjustments		
2.2.14	Provides the ability to generate labor projections based on factors including percent change in salary, benefits, pay codes, bargaining units, time periods, etc.		
2.2.15	Provides status tracking relative to departmental budget approvals		
2.2.16	Automates roll-forward for selected operational and multi-year Capital Improvement Plan (CIP) project budgets		
2.2.17	Provides an ability to apply "what if" factor scenarios across funds, departments, programs, and/or objects as designated by staff		
2.2.18	Offers the ability through security rights to lock funds, departments, objects, and/or object categories from identified staff		
2.2.19	Provides multi-year budgeting, object, justification, description, etc. fields for each budget year		

#	Requirement	Response Code	Response/Comments
2.2.20	Offers the ability to define a maximum budget amount per fund, department, division, object, and report against the defined maximum		
2.2.21	Allows negative amounts to be entered with appropriate security		
2.3 Vendor Management			
2.3.1	Provides the ability to maintain vendor information to process payments		
2.3.2	Provides the ability to view changes to vendor records (i.e., address, name, phone, etc.)		
2.3.3	Supports decentralized vendor entry with workflow to approve vendor prior to availability for use		
2.3.4	Provides the ability to track insurance requirements and related certificates needed for doing business with the City		
2.3.5	Prevents duplicate entry of vendor records		
2.3.6	Supports Employment Security Department (ESD) reporting requirements (cumulative payments over $600 within a given year) for independent contractors		
2.3.7	Notifies staff if insurance requirements are near/past expiration		
2.3.8	Supports multiple remittance addresses for a vendor		
2.3.9	Provides a vendor self-service portal with functions that include: • Provide vendor related forms online • Check invoice/payment status • View appropriate transactional history associated with purchase orders (POs) • Make changes to address, phone, primary contact, etc.		
2.3.10	Provides auto-generation of vendor numbers		
2.4 Procurement/Purchasing Requisitions			
2.4.1	Enforces the purchasing policy rules for "Open Market" purchases (i.e., under policy thresholds that do not require a PO), general purchases, informal bidding, formal bidding, authority limits, sole source, and emergency purchasing procedures		
2.4.2	Performs budget checking during requisition, PO creation, and invoice processing		
2.4.3	Supports the purchase of recurring services by automatically generating a requisition/PO		

#	Requirement	Response Code	Response/Comments
	based on pre-established criteria (e.g., health insurance, cleaning services, and leased vehicles)		
2.4.4	Provides the ability to initiate an electronic purchase requisition and attach supporting documentation (i.e., quotes, bids, contracts, agreements)		
2.4.5	Supports the use of purchasing cards (P-Cards) for everyday use items and travel		
Encumbrances			
2.4.6	Provides the ability to pre-encumber/encumber requisitions and purchases, and the ability to override transactions that fail budget check		
2.4.7	Supports encumbering of funds when requisition is approved		
2.4.8	When a PO or requisition is cancelled, or closed, automatically reverses pre-encumbrance and encumbrance amounts as appropriate		
2.4.9	Supports encumbering of funds over multiple years, along with ability to carryover existing encumbrances across fiscal years		
Purchase Order			
2.4.10	Provides the ability to have a single PO associated with multiple departments and/or funding sources (i.e., cross department PO's)		
2.4.11	Supports recurring/routine departmental PO's based on dollar limits		
2.4.12	Supports annual, blanket, multi-department PO types		
2.4.13	Supports multiple line items per PO with the option of associating different GL strings with each line		
2.4.14	Captures internal or external justifications, notes, or comments on PO; internal comments must only be visible to staff		
2.4.15	Limits which users are authorized to override established PO limits		
2.4.16	Provides real-time expense tracking on all PO's, including blanket PO's		
2.4.17	Prevents a PO from being issued to an inactive vendor		
2.4.18	Provides options for distributing the PO (e.g., print-mail, email, etc.)		
2.4.19	Provides the ability to re-open a purchase order that has been closed including recording		

#	Requirement	Response Code	Response/Comments
	the encumbrance		
2.4.20	Provides the ability to configure alerts (percentage/dollar-based) when an invoice (or combination of invoices) is on the verge of exceeding the approved PO amount		
Year End			
2.4.21	Defines close and rollover dates at system and module level		
2.4.22	Supports the maintenance of open POs over multiple years		
2.4.23	Supports year-end activities such as conditional PO closure and the ability to roll purchase orders to the new fiscal year		
2.4.24	Automates PO rollover process for individual or groups of POs including appropriate treatment of carryover budget amounts		
2.4.25	Allows users to enter POs for the new fiscal year prior to the start of that fiscal year		
2.4.26	Provides real-time access to PO information related to encumbrances, balances, adjustments, and postings		
2.4.27	Provides a report or dashboard alert of POs with no activity for a user defined period of time		
2.4.28	At year-end, provides the ability to print list of POs with outstanding balances		
2.5 Contract Management			
2.5.1	Provides the ability to support bid request, negotiation, and management of vendor contracts		
2.5.2	Supports tracking and managing contract status (e.g., milestone payment schedule, payment terms, payments, incentives, amendments, renewal status, expiration dates, insurance certificates, etc.) via automated alerts		
2.5.3	Associates contracts to projects, requisitions, and purchase orders		
2.5.4	Supports multi-year contracts		
2.6 Project Management			
2.6.1	Provides functionality to manage Capital Improvement Program (CIP) projects, including tracking funding sources and budget to actual expenditures		
2.6.2	Provides functionality to associate projects into multiple categories and subcategories		
2.6.3	Supports multi-year projects		

#	Requirement	Response Code	Response/Comments
2.6.4	Allows multiple funding sources for a single project		
2.6.5	Provides real-time project budget balances with the option to include pending staff time or pending invoices in process		
2.6.6	Tracks actual, committed, and estimated (or budgeted) costs		
2.6.7	Distributes costs and units (including labor hours) to as many projects (job phases) and sub-divisions (job-sub-phases) as the user wishes to establish		
2.6.8	Captures staff time and associates it directly to a project using a blended hourly rate (or actual rate) based on defined project rules		
2.6.9	Reports on project activity by period and over the life of the project		
2.6.10	Supports collecting of reimbursements at a project level		
2.7 Grant Management			
2.7.1	Supports establishing grant budgets and recording expenditures against the grants		
2.7.2	Provides fields to record the type of grant (local, state, and federal), grantor information, match terms, grant begin and end date, and grant drawdown activity		
2.7.3	Allows users to establish budgets, track activities, and manage reimbursements/ billings related to CIP grants (specific items that are or are not to be billed to a grant) and to associate those grants with projects as appropriate		
2.7.4	Allows real-time access to grant costing details		
2.7.5	Ensures overhead percent allocations are consistently and accurately applied		
2.7.6	Supports cost allocations		
2.7.7	Tracks grants over multiple fiscal years		
2.7.8	Supports grant application and funding request processes		
2.7.9	Provides reporting on grant activity by period and over the life of the grant award		
2.8 Accounts Payable **General**			
2.8.1	Supports payments to various entities including, but not limited to, vendors for services or goods, employees' expenses, and		

#	Requirement	Response Code	Response/Comments
	retirees		
2.8.2	Provides and applies appropriate controls over all payments		
Invoice Receipt			
2.8.3	Automates matching the PO, receiver, and invoice		
2.8.4	Reflects invoice amount on account balances immediately		
2.8.5	Manages vendor invoice credits with associated adjustments to encumbrances and PO balances		
2.8.6	Provides the ability to attach electronic copy of the invoice for department approval routing		
2.8.7	Provides the ability to identify duplicate invoices from vendor at the time of entry		
2.8.8	Supports managing procurement card usage and processing of related payments in coordination with bank		
Payment Calculation			
2.8.9	Alerts staff about and calculates payment discounts		
2.8.10	Supports automatically calculating shipping and taxes as appropriate for items being paid at time of data entry		
2.8.11	Allows payments that can be scheduled over time and with associated tracking of payment terms		
Payment Process			
2.8.12	For multi-line item POs, allows selection of one or more of those line items during invoice processing		
2.8.13	Creates POS pay files		
2.8.14	Supports processing of 1099's and 1099 reporting requirements		
2.8.15	Supports refund and retention payment processing		
2.8.16	Provides the ability to short close POs based on user defined parameters		
2.8.17	Provides for ACH, EFT, and wire transfer payments to vendors with a system generated email notification and remittance that payment was sent		
2.8.18	Provides alerts for invoices that are aging and where penalties may apply for late payments		

#	Requirement	Response Code	Response/Comments
Check Generation			
2.8.19	Provides the ability to generate multiple checks for a single vendor during a check process		
2.8.20	Generates multiple page checks		
2.8.21	Generates on-demand manual checks		
2.8.22	Allows reprinting checks without void and reissue, and without having to re-enter data, if an error occurs during check printing		
2.9 Payroll Processing **General**			
2.9.1	Provides functionality to calculate employee payroll, deductions, and accruals based on components managed in the HR benefit and pay administration module		
2.9.2	Supports prior period payroll adjustments, including non-cash payroll adjustments		
2.9.3	Supports monthly or semi-monthly deductions for health insurance		
2.9.4	Supports pre-tax deductions for health insurance and other pre- tax deductions		
2.9.5	Processes payments for government and 3rd party agencies (e.g., benefits, retirement, etc.)		
2.9.6	Supports State and Federal tax filings		
2.9.7	Complies with all calculation and reporting requirements of the Fair Labor Standards Act (FLSA), Family Medical Leave Act (FMLA), Paid Family and Medical Leave (PFML), and WA PERS retirement system		
2.9.8	Supports multiple concurrently open payrolls (e.g., vacation, sick or comp time cash outs, etc.)		
2.9.9	Provides and enforces rule-based validation and prevents duplicate earning codes at employee level, etc.		
2.9.10	Provides user-defined exception hours' analysis		
2.9.11	Supports multiple 're-runs' of payroll prior to final payroll run		
2.9.12	Supports City's semi-monthly payroll runs		
2.9.13	Supports years with more or less than 24 payroll periods		
2.9.14	Supports the voiding and re-issuance of payroll documents		
2.9.15	Generates paychecks, direct deposits (supporting deposits across multiple accounts		

#	Requirement	Response Code	Response/Comments
	on a single check), EFT files, and related positive pay files		
2.9.16	Supports creation of annual pay and benefit letters, W2s, and ACA annual documents		
2.9.17	Supports one-time MOU stipend payments		
2.9.18	Provides the ability to calculate various scenarios pertaining to MOU overtime and FLSA overtime		
2.9.19	Supports distribution of payments to 3rd parties such as deferred compensation or bargaining units		
2.9.20	Provides the ability to support multiple and differing declared work weeks for calculating FLSA overtime including 7(k) exemptions		
2.9.21	Provides the ability to charge salaries **AND** benefits to capital projects/project accounting/job costing		
Paystub			
2.9.22	On paystub, identifies all elements used to calculate pay		
2.9.23	On paystub, identifies key information for employee (leave balances, allocation of direct deposit accounts, employee vs. employer pay benefits, pre-tax vs post-tax deductions, tax-withholdings, etc.)		
2.9.24	Generates PDF/electronic copy and automatically posts payroll stub, W2, and ACA documents to the employee self-service portal		
2.10 Fixed Assets			
2.10.1	Provides asset management functionality to capture and maintain information associated with leased and capitalized assets		
2.10.2	Allows multiple funding sources per asset, including grant funding sources		
2.10.3	Provides or interfaces with asset tag solution		
2.10.4	Provides parent/child associations for assets		
2.10.5	Ties an asset(s) to a CIP project		
2.10.6	Tracks non-capitalized assets		
2.10.7	Supports various asset depreciation schedules, the ability to change depreciation methodologies, and (from a point in time) recalculates depreciation based on the remaining life		
2.10.8	Tracks asset maintenance (including enhancement and transfers) and projected associated costs		

#	Requirement	Response Code	Response/Comments
2.10.9	Allows for creation of an asset as part of purchase requisition		
2.10.10	Tracks assets disposal and salvage value; reports on assets nearing full depreciation		
2.10.11	Allows user to define fields for asset reporting to assist with analysis/development (e.g., motor vehicles, buildings, equipment etc.)		
2.10.12	Generates journal entries to record depreciation expense to appropriate fund in the General Ledger		
2.10.13	Provides the ability to generate a variety of asset-related reports including assets prior to and after posting, assets by type, by account, by value, etc.		
2.10.14	Provides for the ability to close a CIP project and move related assets into services and/or infrastructure		
2.10.15	Supports the tracking of capital assets that are not depreciated		
2.11 Accounts Receivable/Miscellaneous Billing			
2.11.1	Supports invoicing of various entities including, but not limited to, citizens, former employees, businesses, and other governmental entities		
2.11.2	Supports invoicing for a variety of items, including but not limited to: grants, property damage, COBRA, NSF check fee code enforcement fees, encroachment permits, and other miscellaneous items and services		
2.11.3	Provides functionality to record receivable and payments against customer accounts		
2.11.4	Provides customizable invoices		
2.11.5	Provides the ability to add user-defined messages to invoices and statements		
2.11.6	Provides options for off-cycle and regular batch bill runs		
2.11.7	Provides Non-Sufficient Funds (NSF) support including application of additional fees, adjustments to receivables, etc.		
2.11.8	Provides comprehensive NSF check processing including reversing payments, appropriate reversing of accounting transactions, rebilling with NSF check charge(s), and associating these events with the customer's account		
2.11.9	Ensures appropriate cross-references to payment history and open balances for		

#	Requirement	Response Code	Response/Comments
	refunds processing		
2.11.10	Ensures payments immediately affect customer account balances even while batches are still open		
2.11.11	Provides statements of cumulative activity (vs. invoices only)		
2.11.12	Supports managing property damage claims including integration with projects and work order modules for purposes of tracking recoverable costs (primarily related to staff time)		
2.11.13	Provides on demand and interval-based (i.e., weekly) past due payments and aging reports with notifications		
2.11.14	Provides accounts aging data sufficient to support collection activities		
2.11.15	Automates 2nd and 3rd notices of missed payments		
2.11.16	Provides the ability to reverse payment and prepare write off journal entries		
2.11.17	Provides the ability to edit and revise invoices (i.e., address, comments, etc.) including the amount and record (adjustments) the revised amount to the General Ledger		
2.12 Cash Receipts (Cashiering)			
2.12.1	Provides a centralized cashiering model to collect and manage transactions (e.g., cash, checks, credit cards, electronic payments, etc.) from multiple locations daily		
2.12.2	Provides ability to access transaction detail in subaccounts		
2.12.3	Provides system generated receipt numbers		
2.12.4	Provides for verification of cash		
2.12.5	Supports the ability for staff to scan checks for deposit		
2.12.6	Supports the ability for staff to scan supporting documentation and attach it to receipts		
3. Human Resources			
3.1 Position Control			
3.1.1	Links HR, Payroll, and Budget data to facilitate managing the City's structure, positions, and financial budget for positions		
3.1.2	Associates positions with funding source		
3.1.3	Encumbers a position upon request to fill a vacancy		

#	Requirement	Response Code	Response/Comments
3.1.4	Identifies positions that are overfilled and/or under-filled		
3.1.5	Tracks and reports on history of position changes by date (title/ location)		
3.1.6	Tracks and reports on history of incumbents in position by date		
3.1.7	Identifies positions that are grant funded and have a position end date (end of grant date)		
3.2 Employee Master File			
3.2.1	Maintains data elements including but not limited to employee ID, basic demographics, address information, emergency contacts, survivor/beneficiary information, dependent information, history of salary changes (effective start and end dates), training/certification, and history of personnel actions		
3.2.2	Maintains employee photo		
3.2.3	Provides employee directory functionality		
3.2.4	Supports "deactivation" of part-time employees		
3.3 Benefits Administration			
3.3.1	Provides flexible, rules-based benefit management functionality to manage public employee benefits such as medical, dental, disability, and life insurance		
3.3.2	Complies with current and future WA CARES Act long-term care requirements		
3.3.3	Complies with Consolidated Omnibus Budget Reconciliation Act (COBRA) requirements		
3.3.4	Complies with Health Insurance Portability and Accountability Act (HIPAA) requirements		
3.3.5	Supports Washington Department of Retirement System (DRS) to manage pension, health, and retirement benefits for public employees and retirees, including public safety employees		
3.3.6	Maintains eligibility dates for different plans based on different rules and which may differ from hire dates		
3.3.7	Updates employee benefit records and reflects changes in pay in HR and payroll systems/modules and applicable third-party benefit providers whenever there are changes due to a life event, changes in eligibility rules, or requests for benefits		

#	Requirement	Response Code	Response/Comments
3.4 Leave Administration			
3.4.1	Supports multiple leave banks (minimum 100)		
3.4.2	Provides the ability to track holiday, vacation, and sick leave accruals		
3.4.3	Provides the ability to assign different caps to holiday, vacation, and sick leave based on specific MOUs		
3.4.4	Provides the ability to support multiple accrual methods for vacation: initial load, and hours worked, biweekly accrual, etc.		
3.4.5	Provides the ability to code holiday leave and floating holiday leave separately		
3.4.6	Supports managing available leave balances, leave taken, payments, and balances for various types of leave (e.g., paid time off, vacation, sick, Family Medical Leave Act, disability, worker's compensation, etc.)		
3.4.7	Supports meeting WA sick time laws for part-time employees		
3.4.8	Allows for flexible rules for taking leave when balances are at zero, but accrual is pending		
3.4.9	Notifies employees of leave that may be lost		
3.4.10	Supports conversion of leave accruals to cash		
3.5 Training and Certification			
3.5.1	Supports tracking required position-specific job certifications, licenses, and mandatory training		
3.5.2	Supports tracking history of training results, certifications, licenses, and related expiration dates		
3.5.3	Provides automated notification of expiring certifications to supervisors and employees based on user-defined rules		
3.5.4	Associates certifications with applicable pay codes such that employees are paid or not paid based on the status of their certification		
3.5.5	Updates employee records in HR and payroll systems/modules such that changes in pay can occur based on completion of training/certification events		
3.5.6	Allows for employee self-service to sign up for training and to acknowledge documents		
3.6 Performance Reviews			
3.6.1	Provides functionality to manage performance reviews/ evaluations including tracking notifications, initiation, review results, and approvals		

#	Requirement	Response Code	Response/Comments
3.6.2	Updates employee records in HR and payroll systems/modules to reflect changes in pay if needed		
3.6.3	Provides automated notification of performance reviews to supervisors and managers based on user-defined rules		
3.6.4	Supports multiple types of evaluation forms (i.e., Fire and Police)		
3.6.5	Provides alerts on past due evaluations and escalation notification		
3.6.6	Provides workflow to initiate the appropriate personnel action if needed		
3.7 Personnel Actions			
3.7.1	Provides functionality to manage personnel actions from initiation, review, authorization, and approval for actions such as promotions, demotions, salary increases, discipline, separations, leave, etc.		
3.7.2	Updates employee records in HR and payroll systems/modules to reflect changes in pay if needed		
3.7.3	Uses end dates to automatically stop the action at a specified time (e.g., discontinue administrative leave without pay, leave of absence, etc.)		
3.8 Employee Self Service			
3.8.1	Provides employee self-service functions that allow access and update to designated employee information.		
3.8.2	Updates employee records in HR and payroll systems/modules and applicable external systems (e.g., DRS, 3rd Party Benefit Providers, etc.)		
3.8.3	Provides the ability to view paycheck history, W2 history, personnel actions, leave balances, etc.		
3.8.4	Provides the ability to update/change W-4, benefits during open enrollment, and profile data (e.g., address, phone number, emergency contact beneficiaries, etc.)		
3.8.5	Provides the ability for employee to reset password		
3.8.6	Provides electronic employee separation workflow		
3.8.7	Provides workflow to track progress of employee offboarding/ separation checklist		

#	Requirement	Response Code	Response/Comments
3.9 Pay Administration			
3.9.1	Provides functionality to manage employee pay including wages, special pay, employee loans, State and Federal taxes, and accruals		
3.9.2	Supports multiple (minimum 999) earning/pay codes including, but not limited to, Acting Pay and Special Pays that may change between pay periods		
3.9.3	Supports flexible definition of shift work and work schedules (e.g., 4/10, 9/80, 5/40 9/75, etc.)		
3.9.4	Supports setup of earning codes, deductions codes, and others at the City level		
3.9.5	Supports multiple employee groups with different MOU requirements and benefits (e.g., differing leave accrual level, differing premiums, etc.)		
3.9.6	Supports multi-rate positions		
3.9.7	Provides the flexibility to define PERS-able pay, including different setups for different employee groups, salaries, benefits, and other similar accumulators, including public safety positions that may have overtime calculations in the other classification		
3.9.8	Supports retention pay		
3.9.9	Provides the ability to do 'what-if' analysis and modeling for salary increases, benefit changes, etc.		
3.9.10	Calculates step, increment, and percentage pay adjustments for all or a group of employees (e.g., bargaining units, classes, etc.)		
3.9.11	Provides an automated process for retroactive pay		
3.9.12	Ensures pay codes associated with specific types of employees (e.g., police, fire, etc.) are not inadvertently assigned to other employee types		
3.9.13	Supports multiple concurrent assignments for part-time employees		
3.10 Time and Attendance			
3.10.1	Provides functionality to collect time, perform exception-based time entry, and time adjustments to multiple work schedules		
3.10.2	Provides ability to pre-populate time sheets with specific number of hours by day		

#	Requirement	Response Code	Response/Comments
3.10.3	Provides the ability to define and validate business rules at time of collection (i.e., prevents employees from entering adjustments that will cause employee leave balances to be exceeded)		
3.10.4	Prevents employees from entering invalid data (i.e., earnings or pay codes they are not authorized to use)		
3.10.5	Provides the ability to assign specific locations to employees and allow employees to change locations as necessary		
3.10.6	Includes notes or comments associated with hours submitted at the project level		
3.10.7	Allows employee to associate project codes with each line of time entered		
3.10.8	Allows multiple pay periods to be open for time entry purposes		
3.10.9	Provides the ability to reconcile pay period schedule with the calendar/fiscal year in support of processes that will facilitate W2 generation and accrued payroll		
3.10.10	Provides workflow to collect time, perform exception-based time entry, and time adjustments to multiple work schedules, including approval and submission to payroll system/module at the department level		
3.10.11	Provides the ability to support overtime requests, including tracking of hours by day, week, etc.		
3.10.12	Supports exception-based time entry by department, MOU, etc.		
3.10.13	Supports clocking in and out		
3.10.14	Tracks wages and hours worked per month and fiscal year by WA DRS requirements		
**3.11 Optional HR Functionality** **Pay Administration**		
3.11.1	Allows employees to enter prior period leave		
**Separation/Offboarding**		
3.11.2	Provides functionality to manage processes and procedures for employee separation due to termination, retirement, resignation, or transfer		
3.11.3	Supports initiation of the process and a checklist of tasks that need to be performed to successfully exit an employee based on type of separation		

#	Requirement	Response Code	Response/Comments
3.11.4	Updates employee records in HR and payroll systems/modules and applicable external systems (e.g., DRS, 3rd Party Benefit Providers, etc.)		
3.11.5	Provides electronic employee separation workflow		
4. Optional Requirements			
4.1	This section left intentionally blank.		
5. Technical **5.1 General**			
5.1.1	Provides a production, training, test, and development environment		
5.1.2	Provides the ability to configure workflows, codes, report parameters, and other elements to meet specific business needs using configuration and operating parameters provided by City and without the assistance of the software vendor		
5.1.3	Provides for upgrades to accommodate changes in laws, regulations, best practices, and new technology		
5.1.4	Integrates with Active Directory		
5.2 Regulatory Compliance			
5.2.1	Provides solution that is PCI compliant		
5.2.2	Provides solution that is HIPPA compliant		
5.3 System Security			
5.3.1	Allows the system administrator to: • Define a minimum length password • Define a password expiration timeframe • Prohibit reusing of passwords		
5.3.2	Allows the system administrator to: • Configure control access to the application, modules, transactions, data, and reports • Define access rights (e.g., create, read, update, delete) by user ID or functional role • Define functional access rights (e.g., processes, screens, fields, and reports) by user ID or functional role • Restrict access to sensitive data elements (e.g., social security numbers, banking data, etc.) by user ID, user groups or functional role		

#	Requirement	Response Code	Response/Comments
5.4 Integration/Interface			
5.4.1	Provides interface to US Bank Procurement cards (payments)		
5.4.2	Provides interface to US Bank (daily cash)		
5.4.3	Provides interface to ESS (time reporting application)		
5.4.4	Provides interface to WA Department of Labor & Industries (workers' compensation insurance)		
5.4.5	Provides interface to NeoGov (recruiting application)		
5.4.6	Provides interface to DRS (retirement system)		
5.4.7	Provides interface to Internal Revenue Service (IRS) (1099's)		
5.4.8	Provides interface to Social Security Administration (SSA) (W2's)		
5.5 Hosted or SaaS System Requirements			
5.5.1	Provides system availability 24 hours a day, 365 days a year (not including scheduled downtime)		
5.5.2	Ensures scheduled downtime is pre-approved by the City one week in advance		
5.5.3	Provides system uptime of 99.99%		
5.5.4	Provides hosting facility that is SSAE 16 certified		
5.5.5	Stores data in the Continental U.S.		
5.5.6	Provides for continuous backup of data and transactions such that the City will not suffer data loss in the event of a disaster or catastrophic failure		
5.5.7	Provides for scheduled, periodic backup of live data to the test/ training environment		
5.5.8	In the event of a disaster or catastrophic failure, informs the City: • Within one hour • The scale and quantity of the data loss • What Proposer has done to recover the data and mitigate any effect of the data loss • What corrective action Proposer has taken to prevent future data loss		
5.6 Data Access Security and Breaches			
5.6.1	Maintains audit logging to record access activity: • Login/logout attempts by user and workstation		

#	Requirement	Response Code	Response/Comments
	• User submitted transactions • Initiated processes • System overrides • Additions, changes, or deletes to application-maintained data		
5.6.2	Upon discovery or reasonable belief of any data breach, notifies the City by the fastest means available, and in writing within 24 hours. Notification should include: • The nature of the breach • The data accessed, used, or disclosed • The person(s) who accessed, used, disclosed, and/or received data (if known) • What has been done to quarantine and mitigate the breach • What corrective actions has been taken to prevent future breaches		
5.6.3	Provides daily updates regarding findings and actions performed until the breach has been effectively resolved to the City's satisfaction		
5.6.4	Provides a report containing the results of the investigation of the breach		

Exhibit C – Pricing

Use this template as Section 3 of your response to provide pricing for the software in scope. Additional supporting documents may be provided to the summarized information. If you provide both on-premises software license and SaaS subscription, please submit a separate form for each.

City of Mukilteo ERP Software Pricing Proposal			
~25 Total Named Users with 250 W2's			
Software License/Subscription	**Users**	**Pricing**	**Vendor Pricing Assumptions**
General Ledger	25 named unlimited view only		
Purchasing	25 named unlimited view only		
Accounts Payable	25 named unlimited view only		
Accounts Receivable	25 named unlimited view only		
Treasury	25 named unlimited view only		
Project and Grant Accounting	25 named unlimited view only		
Fixed Assets	25 named unlimited view only		
Budget Management	25 named unlimited view only		
Human Resources	15 named 25 view only		
Time and Attendance Interface (ESS)	250 named		
Payroll	6 named 25 view only		
Other			
Sub-Total Software Costs			
Implementation Services			**Assumptions**
Implementation			
Data Conversion			
Training			
Report Development			
Integration			
Travel			
Other			
Sub-Total Implementation			
Annual Maintenance/ Subscription			**Assumptions**
Year 1			
Years 2 through 5			
Sub-Total Annual Maintenance/ Subscription			
Total			**Software, Implementation, Maintenance**

Exhibit D – Customer References, Existing Customers

Item	Response
Client Reference No. 1	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
Implementation Kick Off Date	
Go Live Date	
Provide a short case study that includes: • Scope of project • Business processes that were improved • Description of challenges faced • Lessons learned • Summary of client's current status of project	
Name of prior replaced/upgraded system	
Client Reference No. 2	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
Implementation Kick Off Date	
Go Live Date	
Provide a short case study that includes: • Scope of project • Business processes that were improved • Description of challenges faced • Lessons learned • Summary of client's current status of project	
Name of prior replaced/upgraded system	
Client Reference No. 3	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	

Implementation Kick Off Date	
Go Live Date	
Provide a short case study that includes: • Scope of project • Business processes that were improved • Description of challenges faced • Lessons learned • Summary of client's current status of project	
Name of prior replaced/upgraded system	

Exhibit E – Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT is made by and between the City of Mukilteo, and Vendor, _____, collectively referred to as "parties".

The parties recite, covenant, and agree as follows:

1. **Recitals**. The Vendor wishes to submit a proposal for ERP software and implementation services, Project _____; the Vendor will have access to Confidential Information.

2. **Definition of Confidential Information.** As used herein, "Confidential Information" shall mean any and all information received or coming to the knowledge of the Vendor that: 1) is identified as confidential either in writing or orally by the person having custody of the information; 2) relates to any claim by or against the City; 3) contains private information relating to a named person; 4) related to a pending real estate transaction; 5) is subject to attorney-client privilege or attorney work product; 6) relates to matters discussed in executive session; 7) relates to labor union negotiations; 8) relates to personnel issues; 9) otherwise reasonably should be recognized as being confidential because of the nature of the information, the document containing the information, or the subject matter.

3. **Handling of Confidential Information.** The Vendor agrees that at all times, both during and after the term of contract, he/she will hold in strict confidence and not disclose to any third-party Confidential Information, except as approved in writing by the City Administrator.

   The Vendor further agrees:
   a. to use all reasonable precautions to prevent the unauthorized disclosure of Confidential Information;
   b. to use all reasonable precautions to protect Confidential Information from unauthorized viewing, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such;
   c. to follow procedures to assure Confidential Information is not used for any purpose other than the legitimate purposes of the City.

4. **Equitable Remedies**. Vendor acknowledges that Vendor's breach of this Agreement may cause irreparable harm, and the City or any other person affected by the breach of this Agreement, shall be entitled to seek injunctive or other equitable relief as well as monetary damages.

5. **Miscellaneous**. This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with, the laws of the State of Washington without reference to conflict of laws principles. Each party consents to venue and personal jurisdiction in Snohomish County, Washington.

   If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.

   The Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties and replaces any prior oral or written communications between the parties regarding Confidential Information.

CITY OF MUKILTEO   **VENDOR:**

_____   _____
Signed By   Signed By

_____   _____
Printed Name   Printed Name

_____   _____
Title   Title

_____   _____
Date   Date

CITY OF MUKILTEO CONSULTANT AGREEMENT	
This Agreement is entered into for the provision of consultant services to the City of Mukilteo for the following Project: **Project Title: INSERT NAME OF PROJECT** **Work Description:** See Attachment A - Scope of Work	
Parties to the Agreement	
Consultant Name Address	**City** City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275
Project Manager: Phone: Fax: E-mail:	Project Manager: Phone: 425.263.80XX Fax: 425.367.2670 E-mail: XX@mukilteowa.gov
Type of Agreement: (Check One) ☐ Lump Sum ☐ Time and Expense, Not to Exceed a Maximum Amount	Original Contract Time: ☐ _____ Calendar Days ☐ Completion on or Before _____
Original Agreement Amount: Actual Cost: Allowance: Total Not to Exceed:	☐ Federal Funding Requirements Apply ☐ State Funding Requirements Apply ☐ N/A

CITY OF MUKILTEO
CONSULTANT AGREEMENT

THIS AGREEMENT is entered into on _____, 2023 and is made by and between the City of Mukilteo, a municipal corporation of the state of Washington (the "City"), and Name of Firm, a _____ organized under the laws of Washington and licensed to do business in Washington (the "Consultant").

WHEREAS, the City desires to accomplish the above-referenced project (the "Project"); and

WHEREAS, the City does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the Project; and

WHEREAS, the Consultant represents that it is in compliance with Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting Services to the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance set forth below, the parties agree as follows:

1.   SCOPE OF WORK. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Attachment A and incorporated herein by this reference. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement. All aspects of coordination of the work of this Agreement with outside agencies, groups or individuals shall receive advance approval by the City. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the City.

2.   TIME FOR BEGINNING AND COMPLETION. The Consultant shall not begin any work under this Agreement until authorized in writing by the City. The Consultant shall complete all work and submit all deliverables required by this Agreement by the completion date shown in the heading of this Agreement. The completion time shall not be extended because of delays attributable to the Consultant, but may be extended by the City in the event of a delay attributable to the City, or because of unavoidable delays caused by an Act of God or governmental actions or other conditions beyond the control of the Consultant. A supplemental agreement issued by the City is required to extend the completion time.

3.   PAYMENT.

A.   <u>General</u>. The Consultant will be paid by the City for completed work and services rendered under this Agreement as set forth below. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Attachment A. A

summary of the Consultant's cost break down, or lump sum cost if applicable, by work task is included in Attachment A, including the computation of overhead costs and fixed fee if applicable.

B.   Billings and Payment Processing. The Consultant may invoice the City not more than once per calendar month. Invoices shall be inclusive of all work performed on this Project. Invoices shall detail the work performed and services rendered on a task basis as established in Attachment A. Invoices shall be accompanied by a progress report as required under Section 4, covering the period for which the invoice is submitted. The City will pay such invoices within 30 days of submittal, unless the City gives notice that the invoice is in dispute. In such event, the City will pay the amount not in dispute and will withhold payment on all disputed amounts until such dispute(s) are resolved by the parties. The cumulative total of the monthly progress payments shall not exceed 90% of the "Original Agreement Amount" listed in the heading of this Agreement.

C.   Maximum Total Amount Payable. The Maximum Total Amount Payable by the City to the Consultant shall not exceed the amount shown in the heading of this Agreement under "Original Agreement Amount". The Maximum Total Amount may be adjusted by any mutually agreed change order – see Section 10 – "Changes in Work".

D.   Final Payment. A final payment of 10% of the Maximum Total Amount Payable due the Consultant will be made promptly upon verification by the City after completion of all work, contingent upon receipt of all reports and other related documents which are required to be furnished under this Agreement. Acceptance of such final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

E.   It is agreed that payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

4.   PROGRESS REPORTS. The Consultant shall provide a progress report upon the completion of each task as described in Attachment A, in a form approved by the City that will outline in written and graphical form the various tasks and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

5.   RELATIONSHIP OF THE PARTIES.

A.   The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona

fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission percentage, brokerage fee, gift, or contingent fee.

B. Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City, and any and all claims that may arise under any worker's compensation act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided on behalf of the Consultant to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

C. The Consultant is an independent contractor for the performance of services under this Agreement. The City shall not be liable for, nor obligated to pay to the Consultant (or to any employee of the Consultant), any sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Consultant which may arise as an incident of the Consultant performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Consultant.

D. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof.

E. The Consultant shall not engage, on a full or part time basis, or other basis, during the period of this Agreement, any professional or technical personnel who are, or have been, at any time during the period of this Agreement, in the employ of the City, except regularly retired employees, without written consent of the City.

6. **NONDISCRIMINATION.** During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

A. The Consultant agrees not to discriminate against any client, employee or applicant for employment, or for services because of race, creed, color, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, rendition of services. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and further that the Consultant shall be barred from performing any services for the City now or in the future unless a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

B.   The Consultant shall comply with all other applicable regulations relative to nondiscrimination, including but not limited to the American Disabilities Act of 1992, as amended.

C.   The Consultant, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, creed, color, sex, sexual orientation, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by applicable regulations.

D.   <u>Solicitations for Subconsultants and Procurement of Materials and Equipment</u>. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, creed, color, sex, sexual orientation, age, marital status, national origin and handicap.

E.   <u>Information and Reports</u>. The Consultant shall provide all information and reports required by regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City and shall set forth what efforts it has made to obtain the information.

F.   <u>Unfair Employment Practices</u>. The Consultant shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

G.   <u>Sanctions for Noncompliance</u>. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or (ii) cancellation, termination or suspension of the Agreement, in whole or in part.

H.   <u>Incorporation of Provisions</u>. The Consultant shall include the provisions of Sections (A) through (G) in every subcontract, including procurements of materials and leases of equipment unless exempt by the applicable regulations. The Consultant shall take such action with respect to any subconsultant or procurement as the City may reasonably direct as a means of enforcing such provisions including sanctions for noncompliance.

7.   INDEMNIFICATION/HOLD HARMLESS.

A.   The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits,

including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

A. <u>Minimum Scope of Insurance</u>. Consultant shall obtain insurance of the types described below or a State of Washington approved equivalent, subject to review by the City's Insurance Authority:

1. <u>Automotive Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Service Office (ISO) form CA00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. <u>Commercial General Liability</u> insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. <u>Worker's Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.

4. <u>Professional Liability</u> insurance appropriate to the Consultant's profession.

B. <u>Minimum Amounts of Insurance</u>. Consultant shall maintain the following insurance limits:

1.   Automotive Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2.   Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3.   Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C.   Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1.   The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2.   The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by the Consultant or Insurance Company, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D.   Acceptability of Insurers. Insurance is to be placed with insurers listed as an authorized insurance company with the Washington State Insurance Commissioner and with a current A.M. Best rating not less than A:VII.

E.   Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirement of the Consultant within fourteen (14) days of the execution of the Contract by the City, or prior to commencement of the work, whichever should occur first.

F.   Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of its receipt of such notice.

G.   Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

9.   **TERMINATION OF AGREEMENT.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be provided to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after

ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on the part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so. Payment for any part of the work shall not constitute a waiver by the City of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the City.

10. CHANGES IN WORK.

A. The Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct errors appearing therein, when required to do so by the City, without additional compensation. Should the City find it desirable for its own purposes to have previously satisfactorily completed work, or parts thereof, changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as provided in Section 11.

B. Should the City find it desirable for its own purposes to modify portions of the agreed upon scope of work, the City shall inform the Consultant of such change(s). If the City deletes portions of the agreed upon scope of work, the contract amount will be adjusted accordingly to reflect the savings for work not yet performed. If the City increases the scope of work, the Consultant will submit for the City's approval a proposal for the increased cost necessary to complete the additional work. No additional work shall start without the City's approval of cost associated with the increased work.

C. If the Consultant has previously been given authorization to proceed on the portion(s) to be deleted, the City's notice of intent to delete the portion(s) shall constitute notice to cease work on those portions to be deleted. If the Consultant has begun work on a portion of the work to be deleted, the City will reimburse the Consultant in accordance with the formula for a no-fault termination under Section 9 as applied solely to the portions to be deleted.

D. The City has provided the Consultant with a budget for the project and has requested that the Consultant develop a Scope of Work that will not exceed this budget. The Consultant understands that the City is relying upon the Consultant's expertise to develop a Scope of Work that fits the budget. The City and Consultant will work together to bring the project in, on or under budget.

11. EXTRA WORK.

A. The City may, at any time, by written order, make changes within the general scope of the Agreement for the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this Agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the Agreement, the City will make an equitable adjustment in the (1)

maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and will modify the Agreement accordingly.

B.   The Consultant shall submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a claim submitted before final payment of the Agreement.

C.   Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

D.   Notwithstanding the terms and conditions of Section A above, the maximum amount payable for work performed under this Agreement shall not be increased or considered to be increased except by written supplement to this Agreement.

12.   OWNERSHIP AND USE OF WORK PRODUCT. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefor. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant. All reports, materials, and other data furnished to the Consultant by the City shall be returned.

13.   RECORDS.

A.   The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained.   The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

B.   Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW.   Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

C.   The provisions of this section shall survive the expiration or termination of this Agreement.

14.   FEDERAL AND STATE REVIEW. When federal or state grant funds or loans are utilized for any part of this Agreement, the appropriate federal and state agencies shall have the right to participate in the review or examination of the work in progress.

15.   DISPUTES.

A.   Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Consultant and the City shall be referred for determination to the City Administrator, whose decision in the matter shall be final and binding, provided, however, that if litigation is brought challenging the Administrator's decision, that decision shall be subject to de novo judicial review.

B.   In the event the parties cannot agree upon a resolution of a dispute, the same shall be settled by mediation/arbitration pursuant to chapter 7.04 RCW except as herein modified. Such mediation/arbitration shall be before one disinterested mediator/arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by city, one by Consultant, and one by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Snohomish County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and a judgment may be obtained in any court having jurisdiction.

16.   NOTICES. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail. Notices to the Consultant shall be sent to the Consultant's President at the address set forth in the header of this Agreement. Notices to the City shall be sent to the City's Project Manager at the address set forth in the header of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this section.

17.   DESIGNATED REPRESENTATIVES. The individuals identified as Project Managers in the header of this Agreement shall be the designated representatives of the parties to this Agreement. The City's Project Manager will coordinate the City's efforts relating to the work of the Consultant; provide project information to the Consultant; review progress and content of the Consultant's work in order to ensure that it meets the requirements of this Agreement; review and monitor the quality and quantity of such work; and review and process invoices from the Consultant for payment.

18.   COMPLIANCE WITH LAW. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work to be done under this Agreement.

19.   GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Any legal proceedings shall be brought in the Superior Court of Snohomish County.

20.   NON-WAIVER. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it under this Agreement. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement.

21.   SUBCONTRACTING. The Consultant shall not subcontract for the performance of any work under this Agreement without prior written permission of the City. No permission for subcontracting shall create, between the City and subconsultant, any contract or any other relationship.

22.   ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to only upon the mutual written agreement of the parties.

        IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below, effective upon full execution by the parties.

Insert Name of Firm   **City of Mukilteo**

_____   _____
Name, Title   Joe Marine, Mayor

_____   _____
Date   Date

                                                         ATTEST/AUTHENTICATED:

                                                         _____
                                                         Asea Sandine, City Clerk

                                                         Authorized by City Council Action:
                                                         Agenda Bill #_____
                                                         Date:_____

                                                         APPROVED AS TO FORM:
                                                         Ogden Murphy Wallace, Office of the City Attorney

Attachment A - Scope of Work, Fee, and Schedule

Consultant Agreement over $30,000
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