



CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**ENTERPRISE RESOURCE PLANNING SYSTEM
IMPLEMENTATION PROJECT MANAGEMENT
AND CONSULTING SERVICES**

RFP #17/13/P

PROPOSAL DUE:

September 22, 2016

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" Santa Fe,

NEW MEXICO 87505

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EXHIBITS:

- A. SAMPLE PROFESSIONAL SERVICES AGREEMENT
- B. BUSINESS LICENSE REQUIREMENT
- C. LIABILITY INSURANCE REQUIREMENT
- D. COST PROPOSAL FORM

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '17/13/P

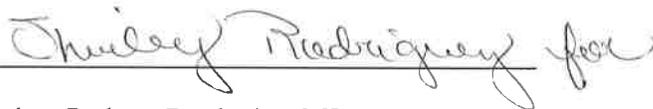
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, September 22, 2016.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

ENTERPRISE RESOURCE PLANNING SYSTEM IMPLEMENTATION
PROJECT MANAGEMENT AND CONSULTING SERVICES

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 08/22/16

To be published on: 08/24/16

Received by the Albuquerque Journal Newspaper on: 08/22/16

To be published on: 08/24/16

PROPOSAL SCHEDULE

RFP # '17/13/P

- | | |
|--|--|
| 1. Advertisement | August 24, 2016 |
| 2. Issuance of RFP: | August 24, 2016 |
| 3. Receipt of proposals: | September 22, 2016 at 2:00 p.m. MST
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. Evaluation of proposals: | September 29, 2016 |
| 5. Interviews: | October 6, 2016 |
| 6. Recommendation of award to Finance Committee: | October 17, 2016 |
| 7. Recommendation of award to City Council: | October 25, 2016 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit five copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, September 22, 2016.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: 17/13/P

Title of the proposal: Enterprise Resource Planning System Implementation Project Management and Consulting Services

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Offerors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses,

policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of

veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposal are received from proponents in

the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. **GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the Offeror's bid, a binding contract is created.

2. **ASSIGNMENT**

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Offeror, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the Offeror from its obligations and liabilities under this order.

3. **VARIATION IN SCOPE OF WORK**

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the Offeror's control, and then only to the extent, as specified elsewhere in the contract documents.

4. **DISCOUNTS**

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. **TAXES**

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. **INVOICING**

(A) The Offeror's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. **METHOD OF PAYMENT**

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

The City reserves the right to cancel all or any part of this order without cost to the City if the Offeror fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Offeror liable for any excess cost occasioned by the city due to the Offeror's default. The Offeror shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Offeror and these causes have been made known to the City of Santa Fe in written form within five working days of the Offeror becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Offeror to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the Offeror agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the Offeror certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SCOPE OF WORK

I. SUMMARY

Background

The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The current hardware platform is an IBM System I, Power 6 partitioned into three (3) Logical Partitions (LPARs); Enterprise/Application Server; Web Server; and Test Server. These partitions support three environments; Production (PD); Prototype (PY); and Development (DV). A Deployment Server runs on a HP DL 360 G5 Server. Three (3) additional LPARs run on the IBM System I in support of other functions World, High Availability, and Test2. The City recently completed an upgrade of the OS400 Operating System on its IBM System I from V5R4 to V7R1.

The City issued an RFP for a new ERP software solution in 2015 to improve the level of business process and service automation and achieve operational efficiencies.

The new software selected for implementation by the City is Kronos Workforce Central v8.0 and Tyler Technologies Muni Software Solution Version 11.X. The City has selected the proposed software as a service (SaaS) deployment for both the Kronos and Tyler implementations.

The following table presents the anticipated phases by vendor and related timelines.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Timekeeping	<ul style="list-style-type: none"> • Workforce Central SaaS Timekeeping Bundle • Workforce Central SaaS Leave • Workforce Integration Manager to TeleStaff • KSS Tool Attestation Tool Kit • KSS Tool Full Time - Part Time Analysis Report 	October 2016	January 2017 or as defined in the Project Plan
2	Core Financials	<ul style="list-style-type: none"> • Accounting General Ledger • Cash Management • Project & Grant Accounting • Budgeting • Requisitions • Purchase Orders • eProcurement • Bid Management • Contract Management • Accounts Payable 	January 2017	January 2018 or as defined in the Project Plan

Phase	Functional Areas	Modules	Start Date	Go-Live Date
		<ul style="list-style-type: none"> • Accounts Receivable • General Billing • Tyler Cashiering • CAFR Statement Builder • Fixed Assets • BMI Asset Track Interface 		
	System Wide	<ul style="list-style-type: none"> • Tyler Reporting Services • Tyler Forms Processing • Munis Office • Role Tailored Dashboard • Tyler Content Manager SE 		
2	Core Human Resources / Payroll	<ul style="list-style-type: none"> • Payroll w/Employee Self Service • HR Management • Applicant Tracking • Professional Development • Risk Management • Employee Expense Reimbursement 	July 2017 or as defined in the Project Plan	July 2018 or as defined in the Project Plan
3	Work Orders/ Asset Management	<ul style="list-style-type: none"> • Work Orders, Fleet & Facilities Management • Inventory • BMI CollectIT Interface • Standard Fuel Interface • Citizen Self Service 	April 2018 or as defined in the Project Plan	October 2018 or as defined in the Project Plan

The City is seeking the professional services of an ERP Project Management and Consulting firm to oversee the Kronos Timekeeping and Tyler Muni Software ERP Implementation. A characteristic that distinguishes best-in-class ERP implementations is how well the implementation is managed. A prerequisite for a successful ERP implementation is a dedicated project manager who is involved in both planning and ongoing management. Best Practices dictate hiring external resources who are experts in business process reengineering. Change management is also a crucial component. ERP implementations don't just affect systems and business processes; they also involve people who may find it difficult to change roles, processes, and behaviors that they may have learned over many years of work. It's unreasonable to expect employees to change their behavior during the relatively short duration of an ERP implementation. Managing change is a constant, ongoing process that needs to start from day one and continue throughout the implementation to the end-user training at the close of the project.

The functional areas and corresponding Tyler Muni Modules that will be included in the new ERP Software Solution include, but are not limited to:

No.	Functional Area	Proposed Module(s) To Address Requested Functional Area
1	General Ledger and Financial Reporting	General Ledger, CAFR Statement Builder, SSRS, TCM
2	Budgeting	Budget, Performance Based Budgeting, SSRS, TCM, Payroll/HR
3	Purchasing and Contract Management	Purchasing, TCM, Bid Management, E-procurement, Contract Management, SSRS
4	Accounts Payable	Accounts Payable, TCM, Employee Expense, SSRS, E-procurement
5	Accounts Receivable	Accounts Receivable, General Billing
6	Cash Receipts	Tyler Cashiering, Citizen Self Service, Accounts Receivable, General Billing
7	Fixed Assets and Inventory	Fixed Assets, Purchasing, Inventory,
8	Project Accounting	Project & Grant Accounting, SSRS
9	Grant Management	Project & Grant Accounting, SSRS, TCM
10	Human Resources	HR Management, TCM, SSRS, Applicant Tracking, Risk Management, Payroll w/ESS,
11	Payroll	Payroll w/ESS, TCM, SSRS, HR Management
12	Fleet Management	Work Orders, Fleet & Facilities Management, Fixed Assets, TCM, SSRS

The functional areas and corresponding Kronos Modules that will be included in the new ERP Software Solution include, but are not limited to:

No.	Functional Area	Proposed Module(s) To Address Requested Functional Area
1	Payroll	Workforce Central Timekeeper Core Bundle (includes Manager, Employee/PC, Mobile, Attestation, ACA and Integration Manager)

Statement of Work

The purpose of this RFP is to solicit proposals from vendors qualified to provide professional project management and implementation services related to the implementation of a new organization-wide Enterprise Resource Planning (ERP) system for the City of Santa Fe. The City of Santa Fe is seeking the professional services of an ERP Software Solution Implementation Project Management and Consulting firm for the following:

- Develop Project Management Plan
- Develop Project Work Plan
- Update Project Work Plan on a Bi-Weekly Basis
- Conduct Weekly Project Team Meetings
- Prepare Weekly Project Team Meeting Minutes
- Review Implementation Deliverables
- Manage Deliverable Review and Approval Process
- Manage Invoice Review and Approval Process
- Prepare Monthly Project Status Reports
- Prepare Project Steering Committee Materials
- Prepare Project Steering Committee Meeting Minutes
- Conduct On-Site Project Management Activities as Needed
- Develop Go-Live Readiness Assessments
- Develop a Communications Plan
- Prepare and Maintain a Risk Management Plan
- Prepare and Maintain a Change Management Plan
- Prepare and Maintain an Issues Log for Timely Completion By Vendor and Core Project Team
- Lead the team in the Development of Testing Materials” i.e. Test Plan, Functional Test Scripts, UAT Test Scripts. Integration End to End Test Scripts.
- Lead the team in the Development of new Workflow Diagrams for all Functional Areas” i.e. Re-engineering of New Business Processes
- Lead the team in the Development of Forms
- Lead the team in the Development of Users Manuals
- Lead the team in the Development of User Security Matrix for testing and Go- Live Operations
- Lead Core Project Team in Developing Business Processes
- Prepare and Execute a Training Plan in Collaboration with Vendor and City
- Develop and Execute a Test Plan (system, parallel, stress, user acceptance test) in Collaboration with Vendor and City
- Manage the System Implementation to Meet Schedule and Budget Targets

RFP RESPONSE FORMAT

a. Organizational and Personnel Qualifications

The Offeror shall provide an overview of their company, emphasizing lines of business, size, business results (key performance indicators), professional qualifications, organizational strengths and opportunities for improvement, customer satisfaction results. Provide an organization chart with #of employees specified for each area; provide profiles of the owners and executives and key personnel anticipated to perform work on the project. Additionally, include the length of time in operation under the current business structure. The organization shall provide the qualifications of personnel with utility industry expertise.

The Offeror shall provide resumes for the specific personnel who are anticipated to work with the City of Santa Fe on the project.

The Offeror shall provide a back-up staffing plan in the event of turnover during the project, to ensure that there will be no absence of required expertise and experience throughout the project.

b. Project Experience & Qualifications

The Offeror shall describe their experience in serving as a Utility Software Solution selection and acquisition expert, leader and consultant for Utility Software solution specifications, evaluations, selections and implementations.

The Offeror shall provide detailed information on at least three (3) recent, within the past three (3) years, customer engagements that reflect experience with projects of a similar type and scope. Additionally, provide customer references for these three (3) engagements, including the name of the organization; contact name, title and project role, phone number and email address. Ensure that engagements provided are for work performed by members of the project team being proposed.

c. Project Approach

The Offeror shall describe their understanding of the project scope, the proposed approach to performing the services (refer to Summary section - professional services and deliverables for the list of services), and submit a proposed schedule, including project milestones and deliverables that cover the scope of work requested.

The Offeror shall provide samples of major deliverables, including but not limited to:

- Project Management Plan
- Project Work Plan
- Risk Management Plan
- Change Management Plan

- Communications Plan
- Weekly Project Team Meeting Agendas and Minutes
- Software Implementation Deliverable Review Documents
- Invoice Review Documents
- Risk Register
- Issue Log
- Test Scripts
- Training Plan
- Test Plan
- Business Process Specifications
- Monthly Project Status Report
- Project Steering Committee Materials
- Go-Live Readiness Assessments
- Monthly Project Status Report
- Project Steering Committee Materials
- Go-Live Readiness Assessments

d. Cost Proposal

Provide a grand total, not to exceed, cost for the rendering of all services, including any additional expenses (e.g. travel, per diem, etc.) that will be charged to the City of Santa Fe. Please use the table in Exhibit D to submit the cost proposal.

SELECTION CRITERIA

Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

Selection Factors:

1. Organizational and Personnel Qualifications (25 points)

Evaluation criteria will include 1) relevant organization and personnel experience and knowledge including industry expertise , 2) business, organizational and technical skills; and 3) quality of staffing plan.

2. Project Experience & Qualifications (25 points)

Evaluation criteria will include 1) the number and types of similar Utility Software projects the Offeror or its employees have completed successfully; 2) the general level of experience in the areas of project leadership, execution and monitoring; 3) the organization's ability to satisfy project objectives; and 4) the level of satisfaction expressed by the customer references provided.

3. Project Approach (25 points)

Evaluation criteria will include 1) the detail and clarity of the proposed approach to successfully execute the project; 2) the inclusion of any unique approaches designed to

save time and money or increase the benefits or effectiveness of the proposed work; and
3) the quality, clarity and completeness of the sample deliverables.

4. Cost of Proposal (25 points)

The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1- \frac{(B-A) \times C}{A} = D$$

- A—the lowest Offeror’s cost.
- B—the Offeror’s cost being scored.
- C—the maximum number of cost points available.
- D—Offeror’s cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror’s cost is more than twice the lowest cost), zero points shall be assigned.

Evaluation Committee Members:

- ITT Department, Designee
- Human Resources Division, Designee
- Finance Division, Designee
- Purchasing Division, Designee

5. Evidence of Liability Insurance Coverage. (Mandatory)

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and [Contractor] (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide the following services related to the implementation of a Enterprise Resource Planning (ERP) System, further described as deliverables in Exhibit "A" attached hereto and incorporated herein, to the City as represented in their proposal to the City in response to RFP #16/XX/P.

- 1) Lead system implementation activities and the development of system implementation deliverables, including, but not limited to, the following areas: business process design, software configuration, software testing, software training, system interfaces, reports and forms, and data conversion
- 2) Lead project management activities and the development of project management deliverables including, but not limited to, the following areas: project communications, status reporting, task and resource scheduling and allocation, organizational change management, risk management, project governance, issue management, and scope management
- 3) Lead software vendor contract management activities and the development of contract management deliverables including, but not limited to, the following areas: deliverable review and acceptance and invoice review and acceptance
- 4) Lead system go-live readiness reviews and associated follow-up activities

B. All terms and conditions of RFP #16/XX/P and the Contractor's response to such document(s) are incorporated herein by reference and as Exhibit "B" attached hereto and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed dollars _____(\$____), exclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services and deliverables completed. Compensation shall be paid only for services and deliverables actually performed and accepted by the City. A fixed price for each deliverable is specified in Exhibit "A".

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's

decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2017 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the

City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the

prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout

the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the

Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed

hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

MAYOR/CITY MANAGER

[Contractor]

DATE: _____

DATE: _____

CRS# _____

City of Santa Fe Business

Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KAB *8/12/16*

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

XXXXX:XXXXXX
Business Unit Line Item

EXHIBIT D. COST PROPOSAL FORM

Deliverable Name	Estimate d Hours (A)	Hourly Rate (B)	Total Cost (A x B)	Hourly Rate (Fully Loaded*)
Project Management Plan		\$	\$	\$
Risk Management Plan		\$	\$	\$
Change Management Plan		\$	\$	\$
Communications Management Plan		\$	\$	\$
Project Work Plan with Bi-Weekly Updates		\$	\$	\$
Weekly Project Team Meetings & Minutes		\$	\$	\$
Business Process Specifications		\$	\$	\$
Test Scripts and Expected Results		\$	\$	\$
Software Implementation Deliverable Reviews		\$	\$	\$
Contract Management, including Invoice Reviews		\$	\$	\$
Monthly Project Status Reports		\$	\$	\$
Project Steering Committee Materials		\$	\$	\$
Go-Live Readiness Assessments		\$	\$	\$
Manage Testing Activities		\$	\$	\$
Manage Training Activities		\$	\$	\$
			Sub Total	\$
Other Recommended Deliverable A		\$	\$	\$
Other Recommended Deliverable B		\$	\$	\$
			Sub Total	\$
			Grand Total	\$