

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
SOFTRESOURCES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 22nd day of February, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SOFTRESOURCES, LLC, a Washington Limited Liability Company ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide project management services for software replacement, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the

"Fee Schedule"). Consultant's total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Twelve (12) months, ending on February 21, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by Four (4) additional One (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated

by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for

the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The

certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

SoftResources, LLC
11411 NE 124th St., Suite 270
Kirkland, WA 98034
Tel: (425) 216-4030
Attn: Spencer Arnesen, CPA
Principal
Email:sarnesen@softresources.com

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5088
Attn: Daniel Inloes

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept.| Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and

replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without

liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Notwithstanding the above, Consultant retains ownership of any tools, templates, and information that Consultant developed independently of this project and uses for many clients.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Spencer Arnesen
Signature

Date: February 22, 2017

Spencer Arnesen, Principal
[Name and Title]

91-1700358
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

[Signature]
Kathina Foley
Mayor

Date: 3/3/17

ATTEST:

Brenda Green
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature] ARA
Thomas Duarte
City Attorney

Date: 3/11/17

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 2/28/17

APPROVED AS TO CONTENT:

Daniel J Inloes
Daniel Inloes
Project Manager

Date: 2/28/2017

DEPARTMENTAL APPROVAL:

Tamara S Letourneau
Tamara Letourneau
Development Services

Date: 3/5/17

APPROVED AS TO PURCHASING:

Stephen Dunivent
Stephen Dunivent
Interim Finance Director

Date: 3-01-17

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A
LAND MANAGEMENT SYSTEM**

RFP No. 17-05



Development Services Department

CITY OF COSTA MESA

Released on November 2, 2016

**REQUEST FOR PROPOSAL
FOR
PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A
LAND MANAGEMENT SYSTEM**

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified public entity or private firms (hereinafter referred to as “Proposer”). The awarded Contractor, (hereinafter referred to as “Contractor”) in accordance with the Sample Professional Service Agreement terms, conditions, and scope of work “Appendix A”. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term is expected to be for one (1) year with two (2) one-year options to renew.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$119 million and a total budget of over \$154 million for fiscal year 2015-2016.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have at least five years of prior experience on similar types of projects. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, reference check, project understanding, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City's website at www.costamesaca.gov. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	November 2, 2016
Deadline for Written Questions	November 8, 2016 at 11:00 a.m.
Responses to Questions Posted on Web	November 10, 2016
Proposals are Due	November 17, 2016 at 11:00 a.m.
Interview (if held)	November 28 – 30, 2016
Approval of Contract	TBD

**All dates are subject to change at the discretion of the City.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter:** Complete **Appendix B, Forms** and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Attachment A, Scope of Work**, of this RFP.
- **Company Experience and Capabilities:**
 - a. Identify the years of experience your firm and the principals who will be assigned to work with the City have in providing project manager services for governmental agencies. Please indicate years of experience both on a firm and an individual basis.

- b. Identify the **number of issues** for which **your firm and the principals** who will be assigned to work with the City have acted as lead project manager **in the past three (3) years**. Please indicate numbers of issues both on a firm and an individual basis.
- c. Briefly discuss and provide examples that illustrate the firm's resources, commitment and demonstrated ability to complete all components of all projects in a timely manner, including but not limited to, attending meetings, advising staff on matters specific to the scope of service, preparing and presenting reports to City staff and members of the City Council, and assisting with due diligence and disclosure processes relevant to the scope of services.
- **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.
 - **Staffing:** Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications:** The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
2. A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
3. For private Proposers, provide at least five references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - Client name
 - Project description
 - Project start and end dates
 - Client project manager name, telephone number, and e-mail address.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.
- **Cost Proposal:** All Proposers are required to use **Attachment B, Cost Proposal** to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix A**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References

3. Ex Parte Communications Certificate
4. Cost Proposal
5. Disclosure of Government Positions
6. Disqualifications Questionnaire
7. Staffing Plan

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.
- **Number of Proposals:** Submit one original, five (5) hard copies plus one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.
- **Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received no later than **11:00 a.m. (P.S.T)** on **November 17, 2016** to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

RE: RFP No. 17-05 PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A LAND MANAGEMENT SYSTEM

- **Inquiries:** Questions about this RFP must be directed in writing, via e-mail to:

RFP Facilitator: Silvia Kennerson at silvia.kennerson@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa-Official City Web Site-Business-Bids & RFP's](#). Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **November 8, 2016**. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

Insurance - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

W-9 – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Company Experience and Capabilities ----- 25%**
2. **Approach and Methodology ----- 20%**
3. **Staffing for Project Manager (and other support staff)----- 30%**
4. **Qualifications ----20%**
5. **Cost Proposal ---- 5%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation/Selection Committee

(Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **November 28, 2016 through November 30, 2016** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time

period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;

- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix B** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any

person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix B**.
- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix A** to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.** Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for maintenance services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation Proposals and determining the lowest responsible bidder.
- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix B**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & IFB's](#). Proposers should check this web page daily for new information.

APPENDIX B

FORMS

Vendor Application Form

Ex Parte Communications Certification

Disclosure of Government Positions

Disqualification Questionnaire

Company Profile & References

Staffing Plan



**VENDOR APPLICATION FORM
FOR
RFP NO. 17-05
PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A
LAND MANAGEMENT SYSTEM**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 17-05 PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A LAND MANAGEMENT SYSTEM** at any time after **November 2, 2016**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 2, 2016** with a City Councilmember concerning **RFP No. 17-05 PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A LAND MANAGEMENT SYSTEM**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor etc.): _____

Active licenses issued by the California State Contractor's License Board: _____

Business Address: _____

Website Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: Yes No If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

COMPANY PROFILE & REFERENCES
(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

STAFFING PLAN

1. **Primary Staff to perform Agreement duties**

Name	Classification/Title	Years of Experience

2. **Alternate staff** (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience

Substitution or addition of Proposer’s key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.

ATTACHMENT A

**SCOPE OF WORK
FOR
PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A
LAND MANAGEMENT SYSTEM**

This RFP is to select a professional project manager with experience in the selection and implementation of land management software and systems. More specifically the City seeks a project manager to help the City find the most suitable replacement for the Permits Plus 2013 Version 5.5.21 software, which the City of Costa Mesa implemented in 1998 and last updated in 2013. While this request is for a project manager that will help guide the project to acquisition of the most suitable software and system for the City, the City is also looking to identify a Project Manager that may be able to continue this role and services through implementation and configuration of the new software. Currently, the City plans on posting a separate RFP for the second phase of this project management work.

The catalyst for this software update is to streamline the business processes, incorporate spatial and textual information into one land management system, replace outdated software, and improve services to the community. The firm may suggest modifications to the scope of the work that it deems necessary or appropriate for the task.

The professional services should include the following:

Project Management – A project manager will manage the selection process and ensure this process stays on schedule, remains organized and is well documented. The project manager will guide the meetings, gather input from various departments, collaborate with the stakeholder team, provide the requested deliverables, and help negotiate and review the contract for the replacement software.

Business Process Review – A complete appraisal of how the software facilitates existing procedures and practices within each applicable department.

Needs Assessment - A comprehensive evaluation of the City's needs and consideration of requests from staff for the replacement software: this includes but is not limited to; functionality, user interface flexibility, storage capability, accessibility, and interoperability.

Best Fit Analysis – A comparison table of the various software options and their ability to meet the needs and requests of the City as identified in the Needs Assessment analysis.

Request for Proposal for Land Management System – Provide a draft request for proposal for the new software as well as the implementation, training, configuration, and future access and maintenance of the software.

Contract Review and Negotiation – Professional assistance on review of the software contract and subsequent negotiations with selected vendor.

The deliverables should include the following:

Business Process Review Report

Needs Assessment Report

Best Fit Analysis Table

Request for Proposal for Land Management System and Software

ATTACHMENT B

**COST PROPOSAL
FOR
PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A
LAND MANAGEMENT SYSTEM**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work, Attachment A. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$

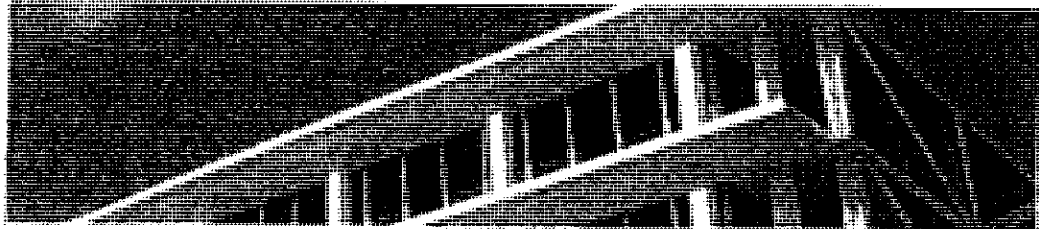
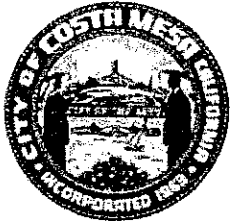
Total Estimated Annual Price	\$
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EXHIBIT B
CONSULTANT'S PROPOSAL



Proposal

Project Management for Software Replacement for a Land Management System RFP No. 17-05



City of Costa Mesa, California

November 17, 2016 at 11:00 a.m.

Submitted by
Spencer Arnesen, CPA, Principal
SoftResources LLC
425.216.4030
sarnesen@softresources.com



VENDOR APPLICATION FORM
FOR
RFP NO. 17-05
PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A
LAND MANAGEMENT SYSTEM

TYPE OF APPLICANT: [X] NEW [] CURRENT VENDOR

Legal Contractual Name of Corporation: SoftResources LLC

Contact Person for Agreement: Spencer Arnesen, CPA Principal

Corporate Mailing Address: 11411 NE 124th Street, Suite 270

City, State and Zip Code: Kikriand, WA 98034

E-Mail Address: sarnesen@softresources.com

Phone: 425.216.4030 Fax: 425.968.4131

Contact Person for Proposals: Spencer Arnesen, CPA

Title: Principal E-Mail Address: sarnesen@softresources.com

Business Telephone: 425.216.4030 Business Fax: 425.968.4131

Is your business: (check one)

- [] NON PROFIT CORPORATION [X] FOR PROFIT CORPORATION

Is your business: (check one)

- [] CORPORATION [X] LIMITED LIABILITY PARTNERSHIP
[] INDIVIDUAL [] SOLE PROPRIETORSHIP
[] PARTNERSHIP [] UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Elaine Watson, CPA</u>	<u>Principal</u>	<u>425.216.4030</u>
<u>Spencer Arnesen, CPA</u>	<u>Principal</u>	<u>425.216.4030</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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Federal Tax Identification Number: 91-1700358

City of Costa Mesa Business License Number: Will obtain upon award

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

1. Vendor Application Form and Cover Letter

November 17, 2016

City of Costa Mesa
City Hall – Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

Dear Ms. Kennerson and Team:

SoftResources LLC is pleased to present this proposal to the City of Costa Mesa, California (City) for Request for Proposal RFP No. 17-05 – Project Management for Software Replacement of a Land Management System (LMS).

SoftResources LLC is a software consulting firm dedicated to helping government, nonprofit and commercial organizations throughout North America make knowledgeable decisions about business software. In the last 21 years we have worked with approximately 115 government organizations to complete over 190 software evaluation projects. Our success is driven by consultants who are committed to getting the job done right, acting responsibly, and executing SoftResources' proven methodology.

SoftResources began performing software evaluation and selection services in 1993 as a practice within KPMG that focused solely on unbiased software selection services. In 1995, after reorganizations at KPMG that directed implementation of specific software, the group split off and independently founded SoftResources.

Today, we remain committed to providing unbiased software evaluation services to all customers. Our core services include: Software Assessment, Software Selection, Implementation Partner Selection, Contract Review and Negotiation, Implementation Project Management

The City will be served out of our Kirkland, Washington office. The address and phone number follows:

- 11411 NE 124th Street, Suite 270, Kirkland, WA 98034
- 425.216.4030

Key Elements of the Proposal. SoftResources has the experience, expertise and capacity to assist the City with the replacement of a Land Management System (LMS). Most recently we have worked with the cities of Temecula, San Mateo, Pasadena, Hayward, and Bellingham for

the evaluation of LMS. We have also worked with many cities in California and nationwide for the selection of Enterprise Resource Planning (ERP) which often includes LMS requirements.

SoftResources has identified Elaine Watson, CPA, Principal and Pamela Ettien, Manager as the consultants for the City's project. Ms. Watson is an original co-founder and brings over 23 years' experience managing software projects. She also helped to pioneer our best practices focused software selection methodology. Ms. Ettien has been with SoftResources for 19 years and has experience providing all services requested by the City.

Following is a summary of the proposed methodology that SoftResources recommends.

- **Phase 1 – Project Initiation** – work with the City to finalize the Project Plan, schedule resources to tasks, and provide regular status updates and manage the Project Plan through completion as scheduled. SoftResources uses Microsoft tools including Word, PowerPoint, Excel, and MS Project (or similar tool).
- **Phase 2 – Needs Assessment** – work with the City to schedule three days of on-site interactive and collaborative Workshops across all participating departments. SoftResources will facilitate exchange of information with system users to gather user needs, make business process observations, and analyze the current LMS environment. Deliverables: Key Functional and Technical Requirements document and Needs Assessment Report.
- **Phase 3 – Request for Proposal** – work with the City to prepare an RFP for LMS that will enable the vendors to provide information to the City about their company, product, and ability to meet the City's Key Requirements in a format that will facilitate effective evaluation. Assist the City to manage the RFP solicitation process. Deliverables: RFP for LMS.
- **Phase 4 – Best Fit Analysis** – evaluate vendor proposals to determine a suitable application that will support the City's business needs. This will include a Short List Recommendation, Demo Script and Facilitation, Final Decision Support. Deliverables: Short List Vendor Comparison Chart and Presentation, Demo Script, Request for Demo Letter, Demo Feedback documents and tools, Final Decision Support Tools
- **Phase 5 – Contract Negotiation** – review the final selected vendor's software contracts and Statement of Work and provide written comments. Assist the City to negotiate a contract that will protect the City for the life of the software. Deliverables: Written Software Contract document and Written SOW document.

Spencer Arnesen, Principal, is legally authorized to bind SoftResources in contract for the services outlined in this proposal, and is the main contact for this proposal.

Regards,



Spencer Arnesen, CPA, Principal
SoftResources LLC

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2. Background and Project Summary Section

SoftResources understands that the City of Costa Mesa (City) is seeking an experienced consultant who can provide expertise and a proven methodology to assist the City to select a suitable Land Management System (LMS). The City is currently using Accela Permits Plus 2013 Version 5.5.21 which was originally implemented in 1998 and the last upgrade was in 2013.

SoftResources understands that Accela is phasing out support of Permits Plus in favor of Accela Automation. The City wishes to take the opportunity to streamline business processes, incorporate spatial and textual information into one Land Management System (LMS), replace outdated software and improve services to the community. The City serves a population of approximately 110,757 in a land area of 16.8 square miles and is located in the northern coast area of Orange County.

SoftResources has 21 years' experience selecting software and meets the City's minimum qualifications of at least five years of prior experience.

Project Objectives

SoftResources has provided an approach and methodology in section 4 – Methodology that addresses the following areas critical to the City's LMS project:

- **Project Management** – SoftResources anticipates that Elaine Watson, CPA, Principal will be assigned to manage all services outlined. Ms. Watson brings over 23 years software selection management experience and is one of the original cofounders and helped to pioneer SoftResources' focused software selection methodology.
- **Needs Assessment** – SoftResources will conduct a series of on-site Workshops with City personnel to assess the requirements and business processes required in the new LMS. Outcome – Needs Assessment Report
- **Request for Proposal (RFP) for LMS** – SoftResources will assist the City to prepare an RFP for LMS that is designed to aggregate vendor data for efficient evaluation and decision making. We will assist with the RFP solicitation management. Outcome – RFP for LMS
- **Best Fit Analysis** – SoftResources will evaluate vendor bids and conduct vendor research leading to a Short List Vendor Comparison Chart in table format that compares approximately three LMS products that could meet the City's Key Requirements. A valuable differentiator for SoftResources is the level of vendor analysis conducted to clarify vendor responses to the City's Request for Proposal. Outcome – Vendor Short List Comparison Chart (or Best Fit Analysis Table)
- **Contract Review and Negotiation** – SoftResources will assist the City to negotiate a fair contract that will help to protect the City's interests for the life of the software.

3. Company Experience and Capabilities

SoftResources brings 21 years software evaluation experience. In the public sector we have worked with approximately 115 government organizations to complete over 190 software projects. Our consultants are equally experienced and work to provide the services requested by the City on a daily basis.

SoftResources will assign the following Core Team to the City’s project:

- Elaine Watson, CPA, Principal – 23 + years managing software selection projects.
- Pamela Ettien, Manager – 19 + years managing software selection projects.

Table: Relevant Projects in the Last Three Years

Similar Projects	Project Type	SRLC Team
Temecula, CA	<ul style="list-style-type: none"> • Permit Management Software Selection and Implementation Project Management 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
San Mateo, CA	<ul style="list-style-type: none"> • Permit and Land Tracking System Assessment and Selection • Permit and Land Tracking Implementation Project Management • Tyler Cashiering Implementation Project Management 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien • Cherish Cruz • Trisha Tubbs
Hayward, CA	<ul style="list-style-type: none"> • Permit System Assessment and Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
Pasadena, CA	<ul style="list-style-type: none"> • Land Management and Permitting Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
Temple City, CA	<ul style="list-style-type: none"> • Land Management and Permitting Assessment 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
Bellingham, WA	<ul style="list-style-type: none"> • Planning and Permitting and Work Management Assessment and Selection • ERP Software Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien • Cherish Cruz
Whatcom County, WA	<ul style="list-style-type: none"> • Permit Tracking and Data Management Assessment and Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
Alameda, CA	<ul style="list-style-type: none"> • Human Resources Software Assessment 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
Newark, CA	<ul style="list-style-type: none"> • ERP Assessment and Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
Pasadena, CA	<ul style="list-style-type: none"> • ERP Software Assessment and Selection 	<ul style="list-style-type: none"> • Trisha Tubbs • Cherish Cruz
Placer County Water Agency, CA	<ul style="list-style-type: none"> • ERP Assessment and Selection 	<ul style="list-style-type: none"> • Spencer Arnesen

4. Methodology

SoftResources recommends the following approach for the City’s project. It is organized by phase along with associated tasks and deliverables and an estimated timeline. Common tasks within different phases may be performed concurrently. Upon further discussion and insight about this project, the City and SoftResources may agree upon changes to this Work Plan.

The City considers the following modules/functionality to be in scope for this project, but SoftResources will assist the City to determine the appropriate scope of the LMS software:

• Animal Licensing	• GIS Integration
• Building	• Inspections
• Business Licensing	• Permitting
• Code Enforcement	• Planning and Community Development
• Electronic Plan Review	• Zoning

Phase 1 – Project Initiation

SoftResources will work with the City to set up the project. The City is responsible for identifying a Project Manager to act as liaison with SoftResources’ Project Manager for management of the project.

1.1 Project Plan

SoftResources will work with the City to refine and finalize the Project Plan that will govern the project. The following specific items will be addressed via teleconference:

- a. **Team introductions.** Conduct Project Team introductions and collect contact information.
- b. **Scoping and Planning.** Coordinate with the City to discuss and align expectations for the contracted scope of work, drivers and objectives, resource availability and constraints. Refine the Project Plan – schedule, milestones, deliverables, resources and responsibilities.
- c. **Project Plan.** SoftResources will finalize the Project Plan (based on our templates) and provide updated versions to the City.

Deliverables: Project Plan

1.2 Project Management

SoftResources will manage and update the Project Plan and Schedule and maintain project related communications with the City via email and teleconference. Status updates will coincide with major milestones and deliverables over the life of the project.

Deliverables: Project Status Updates

Similar Projects	Project Type	SRLLC Team
		<ul style="list-style-type: none"> • Ron Loos • Cherish Cruz
Roseville, CA	<ul style="list-style-type: none"> • ERP Requirements Assessment 	<ul style="list-style-type: none"> • Trisha Tubbs • Cherish Cruz
Santa Rosa, CA	<ul style="list-style-type: none"> • CMMS/EAM Assessment and Selection 	<ul style="list-style-type: none"> • Ron Loos • Cherish Cruz
Simi Valley, CA	<ul style="list-style-type: none"> • Implementation Project Management and Oversight for ERP and Permit Implementation 	<ul style="list-style-type: none"> • Elaine Watson
Port Freeport, TX	<ul style="list-style-type: none"> • ERP Assessment and Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
Champaign, IL	<ul style="list-style-type: none"> • ERP Software Assessment and Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
Vancouver, WA	<ul style="list-style-type: none"> • ERP Assessment and Selection 	<ul style="list-style-type: none"> • Cherish Cruz • Trisha Tubbs
Clearwater, FL	<ul style="list-style-type: none"> • ERP Software Assessment and Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien
Harford County, MD	<ul style="list-style-type: none"> • ERP Software Selection 	<ul style="list-style-type: none"> • Ron Loos • Cherish Cruz
Kirkland, WA	<ul style="list-style-type: none"> • ERP Selection • Enterprise Asset Management Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien • Ron Loos • Cherish Cruz
Gresham, OR	<ul style="list-style-type: none"> • ERP Assessment and Selection 	<ul style="list-style-type: none"> • Elaine Watson • Pamela Ettien

Phase 2 – Needs Assessment

2.1 Requirements Analysis

SoftResources will conduct a series of On-Site Workshops to analyze the current software environment, LMS requirements and business processes and produce a Business Process Review Report as follows:

- a. **Schedule On-Site Workshops.** Work with the City to identify staff that will participate in Workshops and develop a three-day Workshop Schedule. Participants will include the City's Project Team, stakeholders, executive management, IT, technical staff, department heads, key users, subject matter experts (SMEs), etc. Attendance at Workshops will be based on specific area of responsibility. The City can expect 16-24 Workshops each lasting 1-2 hours.

To promote collaboration across the City, Workshops are scheduled by department (e.g., Finance, Information Technology, Community Improvement Division, Economic Development, Development Services, etc.) and by function/module area (e.g., Business License, Code Enforcement, Permitting, Inspections, Cashiering, etc.).
- b. **Workshop Memo.** Customize SoftResources' Workshop Memo template with City-specific details. The Memo will be used to invite City personnel to the Workshops and contains thought provoking questions to help prepare attendees to discuss their area of expertise and core responsibilities during the Workshops. The City will issue to attendees.
- c. **City Documentation Review.** Become familiar with the City's current LMS environment through review of existing documentation such as: requirements data, organization charts, annual and strategic plans, current system diagrams, existing workflow documentation, commissioned reports, etc. This review assists us to more effectively utilize personnel time during On-site Workshops.
- d. **Facilitate On-site Workshops.** SoftResources will travel to Costa Mesa to kickoff and facilitate three days of scheduled workshops (16-24 sessions). Using interactive style interviewing we will gain insights into the City's current ERP environment and gather input from system users as follows:
 - Review existing LMS system and points of integration with peripheral systems.
 - Interview users to capture how the current system is used, strengths and weaknesses, functional and technical footprint requirements, and vision for new system.
 - Make business process observations and note manual and workaround processes that may be improved in modern LMS software.
 - Conduct discussions with IT staff to gather current system needs, vision for future LMS environment, and Interface/Integration needs.
 - Provide educational insights for modern LMS software and best practices based on our experience.
 - Advise and discuss LMS strategy that will best suit the City and its business needs.
 - As needed, conduct follow up calls with personnel for clarification and additional details.

Deliverables: Workshop Schedule
Workshop Memo

2.2 Key Requirements Definition

SoftResources will define the City's key LMS requirements as follows:

- a. **Key Requirements Definition.** Develop the Key Functional and Technical Requirements document (150-350 requirements) in table format. Starting with SoftResources' template and using the interview notes, review of City documentation, and our experience, we will identify and prioritize (e.g., R=Required, I=Important, N=Nice to Have, E=Explore) key requirements unique to the City for technology, modules/functionality, implementation, future requirements, business needs, peripheral systems interfaces/integration, costing, etc. The software decision is optimized by focusing on key differentiators unique to the City.
- b. **Finalize Key Requirements.** Provide the Key Functional and Technical Requirements document via email and conference call for feedback from the City. City input will be added to the document and the City will give final approval. This document will be inserted into the RFP and will be used to evaluate vendor options for best fit to the City.

Deliverables: Key Functional and Technical Requirements Document

2.3 Needs Assessment Report

Based on the analysis conducted during the Workshops and our experience evaluating LMS software, SoftResources will compile a written Needs Assessment Report as follows:

- a. **Prepare Needs Assessment Report.** SoftResources will compile the results of the Requirements Analysis and findings into a written Needs Assessment Report (10-30 pages) that will include the following (this may be adjusted based upon discussions with the City and the results of the research):
 - ✓ Executive Summary
 - ✓ Key Requirements Document
 - ✓ Current LMS Environment
 - ✓ Business Process Improvement Opportunities
 - ✓ Conclusion and Next Steps
- b. **Prepare Assessment Presentation.** Prepare a PowerPoint presentation highlighting our findings and present via teleconference to the City and answer any questions the City may have regarding the analysis, assumptions, and next steps.

Deliverables: Needs Assessment Report and PowerPoint Presentation

Phase 3 – Request for Proposal

SoftResources will work with the City to develop a Request for Proposal (RFP) for new LMS software and assist the City through the RFP solicitation.

3.1 Prepare RFP

SoftResources will prepare a focused RFP for LMS Software that encourages vendor participation. Tasks include:

- a. **Prepare Request for Proposal.** Based on the City's requirements and beginning with our forms-based RFP template we will prepare the draft RFP and work with the City to incorporate its purchasing requirements and insert the approved Key Functional and Technical Requirements document. The RFP will be organized to allow for consistent and effective evaluation of vendor responses. Information requested includes: vendor information; cost for software, maintenance, implementation, and training; implementation methodology and team; vendor references; functional and technical requirements matrix, and other information pertinent to the software evaluation process.
- b. **City Review of RFP Draft.** Deliver the RFP via email and teleconference for review and feedback from the City. SoftResources will edit with City feedback and finalize the RFP for final approval.
- c. **Create Vendor Long List.** Starting with SoftResources' template, develop the Vendor Long List of LMS vendors using the City's Key Requirements and our experience. The Vendor Long List is used to foster vendor participation and to help mitigate the risk that the right vendor does not respond to the RFP.

Deliverables: RFP for LMS Software
Vendor Long List

3.2 RFP Management

SoftResources will work with the City to complete a successful RFP solicitation as follows:

- a. **Vendor Notification.** The City will issue the RFP according to its purchasing requirements.
- b. **Solicitation Activities.** Work with the City to conduct a Pre-bid Conference to allow vendors to ask questions. Assist with the facilitation of a standard methodology for question and answer addenda (the City will answer vendor questions as they are in the best position to respond), and act as a liaison between the City and the vendors throughout the RFP solicitation. We recommend the City allow a minimum of four weeks for vendors to respond.

Phase 4 – Best Fit Analysis

SoftResources will assist the City through vendor analysis down to the final decision. Using our key requirements methodology we will conduct detailed vendor analysis and provide the City with vetted data that leads to better software decisions.

4.1 Vendor Analysis

The City will receive the Vendors' proposals and provide one hard copy and one soft copy to SoftResources. SoftResources will work together with the City Project Team to evaluate and research the vendor options as follows:

- a. **Initial Review of Vendor Proposals.** All proposals received by the City will undergo an initial review. Those vendors who do not pass this initial review will be eliminated based on the following:
 - ✓ RFP Compliance
 - ✓ Vendor Experience with Similar Entities
 - ✓ Cost Estimates for Software, Implementation and Training
 - ✓ Implementation Team
 - ✓ City Specific Requirements
- b. **Detailed Vendor Analysis.** The remaining vendor proposals will continue to be evaluated using the Key Requirements. Discussions with the vendor's development and technical personnel will be held to validate and clarify the information provided in their proposals such as vendor viability, key requirements fit, costing and implementation assumptions, and so forth. These discussions with the vendors are the best way to mitigate the risk of inaccurate assumptions about the requirements and the vendors' answers, and to gain added insight into the vendor's software, culture and viability fit to the City. The City may wish to participate through this process as time permits.

4.2 Short List Recommendation

SoftResources will assist the City as they determine a Short List of approximately three vendor solutions and compile the vendor analysis as follows:

- a. **Short List Vendor Comparison Chart.** Develop in table format the fit/gap of approximately three vendors that best meet the City's requirements in a side-by-side comparison against the City's Key Functional and Technical Requirements. Additional information and insights gained through the vendor analysis is also added. The Short List Vendor Comparison Chart is a valuable decision tool that will aid the City to determine the Short List and during software demos and final decision.
- b. **Pricing Analysis.** A review of the estimated cost over five years for each of the Short Listed vendors in an equalized format.
- c. **Short List Presentation.** Prepare an executive-level PowerPoint Presentation that provides an overview of the project to date, identification of the Short List, an executive summary of each short listed vendor based on the information provided in their responses and the additional research information. Present the Short List on-site at City offices and answer questions the City may have. Please note that the City will make the determination of the final vendors to be short listed.

Deliverables: Short List Vendor Comparison Chart
Pricing Analysis
Short List Presentation

4.3 Demo Script and Request for Demo Letter

SoftResources will create a custom Demo Script and Request for Demo Letter as follows:

- a. **Custom Demo Script.** Develop the Demo Script using the City's key requirements and analysis gathered to date. The Script will be delivered via email to the City. The Demo Script requires the vendors to show: 1) how key City requirements will be handled, 2) the City's functional footprint, and 3) specific data gathered through on-site interviews and direct vendor discussions that needs further investigation. The City will insert any business case scenarios, approve and issue the Demo Script.
- b. **Customized Request for Demo Letter.** Create the Request for Demo Letter to reflect the City's situation and requirements including information about whom to contact at the City, expectations for the demos, and instructions to the Short List Vendors for how to properly prepare for the live demonstrations. The Request for Demo Letter will be delivered to the City via email. The City will issue the Request for Demo Letter with the Demo Script to the vendors.

Deliverables: Custom Demo Script
Request for Demo Letter

4.4 Demo Facilitation

SoftResources will facilitate the Demo process as follows:

- a. **Schedule On-Site Vendor Demos.** Assist the City to schedule the On-Site Vendor Demos. Based on the information provided in the City's RFP, we anticipate three 2-day vendor demos plus a Demo Wrap Up Meeting the day following the final demo. We recommend that the City schedule the live demonstrations as close together as possible for best comparative analysis.
- b. **Conduct Pre-Demo Meetings.** Work with the City to set up and conduct Pre-Demo Meetings via teleconference with each short listed vendor to assist the vendors to prepare for successful demos. The Pre-Demo Meetings provide each short listed vendor with information about the City and answers questions the vendors may have regarding the City's project or the Demo Script. SoftResources will participate and facilitate the Pre-Demo Meetings via teleconference.
- c. **Facilitate On-Site Demos.** Attend and facilitate the software demos on-site at City offices. We will provide an orientation of the demo process to all attendees. As noted, the length of the software demos will depend on the number of modules included in the scope. At this time we estimate three, 2-day demos, but this may change depending on the needs of the City. Demo feedback from City attendees will be collected and demo analysis provided including:

- **Demo Feedback.** Provide Demo Feedback documents to all attendees who will keep notes and rate the demos. All Demo Feedback documents will be collected by SoftResources at the conclusion of each demo. At the end of each demo day conduct a brief wrap-up with the City's Project Team to address unanswered questions and discuss the next-day schedule.
 - **Demo Feedback Analysis.** Compile feedback collected from the attendees' Demo Feedback documents and present it to the City at the Demo Wrap Up Meeting.
- d. **Facilitate Demo Wrap Up Meeting.** On the day following the final software demo facilitate an on-site Demo Wrap Up Meeting with the City. The purpose of this meeting is to determine the top two finalist vendors. We will discuss the Demo Feedback Analysis, facilitate discussion for the City to rank the vendors with the purpose to eliminate the lowest ranked vendor(s), answer questions, note follow up items and outline next steps.

Deliverables: Demo Feedback Document
Demo Wrap Up Analysis

4.5 Decision Analysis

Ideally, the City will have identified two finalist vendors to perform due diligence with and make the final decision. SoftResources will continue to manage vendor communications and provide guidance through the final decision and may participate in the following Due Diligence activities:

- a. **Final Decision Support.** Provide tools and templates, assist through the review of data collected throughout the vendor evaluation process, and advise the City through the final decision process.
- b. **Vendor Management.** Continue to manage vendor communications and questions, do follow up work, and act as a liaison with the vendors.
- c. **Due Diligence Demos.** Advise the City through the process of Due Diligence Demos. These demos would be structured to review select functional and technical topics requiring more presentation to City staff. Due Diligence Demos are typically handled through a web-demo process.
- d. **Vendor Reference Checks.** Advise the City through the Vendor Reference review process. Provide our Reference Check template that includes directions and sample questions that may be included in the reference meetings. Vendor Reference review are important to the decision process as they allow the City to meet with other organizations that have implemented the software being considered.
- e. **Final Decision.** Work with the City to prepare for and participate in the Final Decision Meeting via conference phone. Discuss information gathered to date and facilitate discussion of the pros and cons of the finalist vendors and support the City to make an informed software decision. The City will make the final decision.

- f. **Final Decision Presentation.** Develop and present a Final Decision Presentation to the City's Project Team and to the City Council. The Presentation will be reviewed by City staff prior to an on-site presentation.

Deliverables: Reference Review Templates
Final Decision Tools and Templates
Final Decision PowerPoint Presentation

Phase 5 – Contract Negotiation

SoftResources will act in an advisory role to assist the City through the Contract Negotiation process. We know the terms and conditions and typical discounts that should be included in the contract to protect the City's interests. Our philosophy is to negotiate a contract that is a win-win for both sides, and to promote a strong working relationship moving forward.

SoftResources is not a law firm and the contract will need final legal review. However, we frequently work with our client's legal counsel and offer valuable insight into software-specific contracts throughout the negotiations process.

Depending on the type of software selected, the City may have three contracts to negotiate 1) Software License, 2) Software Maintenance, and 3) Implementation Services. If a hosted or Cloud vendor is selected, a Service Level Agreement (SLA) will be negotiated. We strongly recommend that the Statement of Work also be agreed upon prior to signing the software contracts. SoftResources will perform the following tasks:

5.1 Contract Review

Review the software license, maintenance, and implementation services contracts or SLA and suggest pricing issues, contract clauses and protections that should be negotiated in the contract. Prepare a written Software Contract Review document of key clauses that need to be negotiated, removed, changed and/or inserted into the contract and discuss with the City in a 2-4 hour teleconference.

5.2 Statement of Work (SOW) Review

Review the Vendor SOW and deliverables proposed for the implementation and suggest areas that may need further discussion and areas that may need to be negotiated. Provide written recommendations and discuss with the City in a 2-4 hour conference call. SoftResources recommends the City negotiate the SOW prior to signing the software contract.

5.3 Direct Negotiation Participation

The City may wish to have SoftResources participate with the City and legal counsel in negotiating a fair contract with the finalist vendor. SoftResources brings valuable insight based on our experience negotiating software contracts. The City's legal counsel will have final review and approval of contracts.

Deliverables: Software Contract Written Comments
Written SOW Recommendations

(Optional) Phase 6 – Implementation Project Management Oversight

SoftResources provides Implementation Project Management Oversight Services as requested by our clients. We work on behalf of the City (not the vendor) during the implementation to resolve issues and assist with managing the project. The scope of work for implementation will be determined with the City as part of Phase 2 services as requested by the City.

The role of the SoftResources Project Manager typically requires approximately 20-50% of a full time equivalent (FTE) staff person over the life of the implementation project at \$175/hour. This estimate assumes that some weeks the Project Manager will consume 100% of an FTE while other weeks little or no assistance will be required. In addition, we anticipate some of the services will require the Project Manager to be on-site at the City offices while other services may be provided in a remote fashion via teleconference or email communications.

5.1 Project Management

SoftResources may provide any or all of the following implementation services:

- a. **Project Plan.** Participate in the Kickoff Meeting. Provide input into the Project Plan that defines tasks, assigns responsibility, milestones, and deliverables. Work with the City and Vendor to make modifications to the Project Plan as necessary and monitor completion of project deliverables in a timely manner.
- b. **Quality Control Plan.** Work with the City and Vendor to develop a Quality Control Plan that will be used to manage overall success of the project.
- c. **Project Management.** Maintain the overall Project Plan for the life of the project in conjunction with the Vendor Project Manager. Participate in weekly status meeting with the Vendor. Communicate with City internal staff so they understand assignments, as well as associated due dates and deliverables. Manage project risks and issues to see that they are documented and addressed.
- d. **Data Conversion.** Assist with the review and/or development of a high level Data Conversion Plan. The Plan will include tasks such as identification of data to be converted, an approach to extraction of data from legacy systems, importing data to replacement applications, and testing of converted data.
- e. **Testing.** Assist with the development of a high level Testing Plan for all stages of the implementation. The Plan will include tasks such as development of test scripts, assistance with documentation of testing results, and identification of configuration adjustments required.
- f. **User Training.** Assist with the development and definition of a high level Training Plan. The Plan will include tasks such as identification of who needs to be trained, what they need to

be trained on, who will provide the training, what training materials are required, who will develop the training materials and when the training will be delivered.

- g. **Project Close Out.** Assist with Project Close Out including review of Project Plan to ensure all tasks are complete, review of Cutover Strategy to be used by the City to ensure all steps have been properly executed, and participate in the Vendor handoff to City staff. We may also assist the City to conduct an assessment of the success of the implementation based on defined goals and objectives.

City Responsibilities/Participation

Phase 1 Project Initiation

- Coordinate with SoftResources to schedule and participate in regular project status meetings as scheduled.

Phase 2 Needs Assessment

- Provide existing documentation useful to orient SoftResources prior to On-Site Workshops.
- Work with SoftResources to determine interview attendees and to schedule the workshops.
- Coordinate interview logistics (e.g., meeting room, schedule participants).
- Arrange for key personnel to attend workshops that pertain to their area of responsibility.
- Participate in On-site Workshops as scheduled and answer follow up questions as needed.
- Work with SoftResources to review, provide input and approve the Key Functional and Technical Requirements document.
- Participate in the Needs Assessment Report and presentation.

Phase 3 Request for Proposal

- Provide City-specific RFP contract language that will be inserted to the RFP.
- Review and approve the RFP developed by SoftResources.
- Issue the RFP according to the City's purchasing requirements.
- Set up and conduct a Pre-Bid Conference.
- Manage the RFP solicitation, answer vendor questions and prepare addenda.

Phase 4 – Best Fit Analysis

- Forward 1 hardcopy and 1 softcopy of each received Vendor proposal to SoftResources.
- May participate in review process of Vendor proposals (varies by client).
- Participate in discussions with SoftResources concerning the disposition of bid proponents and provide input towards the Short List decision.
- Participate in the Short List Presentation and make the Short List decision.
- Notify the short listed Vendors.
- Review the Demo Script draft, provide input, prepare Business Case Scenarios.
- Review and finalize the Request for Demo Letter.
- Send the Demo Script and RFD Letter to the Short List Vendors
- Facilitate Pre-Demo meetings with Short List Vendors and answer Vendor questions.
- Participate in the on-site software demos (anticipate three 2-day demos). Attendees will take notes and complete a vendor evaluation for each vendor solution viewed.

- Participate in the Demo Wrap-Up Meeting at the conclusion of the Demos and determine top one or two finalist vendors.
- Conduct and participate in the vendor reference checks.
- Participate in the final decision meeting; agree on the final decision criteria, review and final rank the software solutions, make the final software decision.

Phase 5 – Contract Negotiation

- Review and make decisions regarding the contract review comments, clause modifications, deletions, and insertions.
- Have legal counsel perform a review of the contracts.
- Conduct vendor negotiations and make final decisions of requests and concessions.
- Review and approve the SOW.
- Prepare and present the final negotiated contract to Council.

Chart: Timeline Estimate for Phases 1-5

1 – Project Initiation	Month 1	Month 2		
1.1 Project Plan	=====			
*1.2 Project Management	=====	=====	=====	=====

*Regular status updates and management of Project Plan through completion – estimate eight months.

2 – Needs Assessment	Month 1	Month 2	Month 3	Month 4
2.1 Requirements Analysis	=====			
2.2 Key Requirements Definition		=====		
2.3 Needs Assessment Report		=====		
3 – Request for Proposal				
3.1 Prepare RFP			=====	
*3.2 RFP Management				=====

*Recommend the vendors have a minimum of four weeks to respond.

4 – Best Fit Analysis	Month 5	Month 6	Month 7	Month 8
4.1 Vendor Evaluation	_____			
4.2 Short List Recommendation	_____			
4.3 Demo Script and Request for Demo Letter	_____			
4.4 Demo Facilitation		_____		
4.5 Decision Analysis			_____	
5 – Contract Negotiation				
*5.1 Contract Review				_____
*5.2 SOW Review				_____
*5.3 Direct Negotiation Participation				_____

*Note it is unknown how long the City’s legal counsel and process for approval will take.

5. Staffing

SoftResources Project Manager will direct and ensure all services are successfully executed. The Project Consultant will work in tandem with the Project Manager to provide all services and deliverables. The City will have direct access to the Project Manager who will have authority to resolve issues and act quickly to address any needs. No part of the promised services will be handed off to less experienced staff. The Core Team will maintain a knowledge and continuity of the City’s project.

All SoftResources consultants are located at our Kirkland, WA office. SoftResources will not require office space at the City. However, space will be required for on-site activities including:

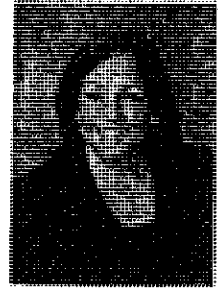
On-Site Activities	Days
Project Kickoff and Requirements Workshops	3 days
Short List Presentation	1 day
Software Demos – assume three 2- day demos + 1 day Demo Wrap Up	7 days
Total On-site Days	11 days

Following are resumes for Elaine Watson and Pamela Ettien.

Elaine Watson, CPA

Principal – Consulting Practice

Experience and Qualifications



- Co-founder and Principal of SoftResources directly responsible for the software selection and implementation practices at SoftResources.
- 30 years managing software evaluation and selection projects providing software/technology assessment, requirements analysis, RFP creation, software selection, implementation partner selection, and implementation project management.
- 23 years providing software consulting to Government, Nonprofit and Commercial clients.
- Implementation Project Management acting as Project Manager for the implementation of a variety of business systems. End result has been projects that have been on time, and within budget and project scope.
- Masters of Business Administration, University of Puget Sound; Bachelor of Arts in Business Administration, University of Washington
- Certified Public Accountant, 1987; Washington Society of Certified Public Accountants; Project Management training (The Versatile Company; GFOA), Project Management Certification in process.

Table: Samples of Ms. Watson’s Projects

Client	Project
Temecula, CA	<ul style="list-style-type: none"> • Permitting, Business License and Code Enforcement Assessment and Selection
San Mateo, CA	<ul style="list-style-type: none"> • Permit and Land Tracking Implementation Project Management • Tyler Cashiering Implementation Project Management
Pasadena, CA	<ul style="list-style-type: none"> • Land Management and Permitting Selection
Hayward, CA	<ul style="list-style-type: none"> • Permit System Assessment and Selection
Bellingham, WA	<ul style="list-style-type: none"> • Planning and Permitting and Work Management Assessment and Selection • ERP Software Selection
Whatcom County, WA	<ul style="list-style-type: none"> • Permit Tracking and Data Management Assessment and Selection
Temple City, CA	<ul style="list-style-type: none"> • Land Management and Permitting Assessment
Newark, CA	<ul style="list-style-type: none"> • ERP Assessment and Selection
Simi Valley, CA	<ul style="list-style-type: none"> • ERP and Permitting Implementation Project Management Oversight
Moreno Valley, CA	<ul style="list-style-type: none"> • ERP Assessment and Selection
Dublin, CA	<ul style="list-style-type: none"> • ERP Selection
Clearwater, FL	<ul style="list-style-type: none"> • ERP Assessment and Selection

Pamela Ettien

Manager

Experience and Qualifications



- Manager at SoftResources responsible for software and technology assessment, requirements analysis and definition, RFP creation, software selection, implementation partner selection, vendor research, information and document management, deliverables, implementation support, speeches/presentations, and special projects.
- 19 years' experience providing software evaluation consulting services for government, nonprofit and commercial sector clients.
- 19 years' experience evaluating many types of business software including enterprise resource planning, financial management, human resources, payroll, permit/community development, distribution, enterprise asset management/CMMS, customer relationship management, and more.
- Presenter at industry trade shows including CSMFO and WFOA government finance officer conferences on the software selection process and software vendors; co-authored articles on software selection.
- Associate Degree; Project Management training (The Versatile Company)

Table: Samples of Ms. Ettien's Projects

Client	
Temecula, CA	<ul style="list-style-type: none"> • Permitting, Business License and Code Enforcement Assessment and Selection
San Mateo, CA	<ul style="list-style-type: none"> • Permit and Land Tracking Assessment and Selection
Pasadena, CA	<ul style="list-style-type: none"> • Land Management and Permitting Selection
Hayward, CA	<ul style="list-style-type: none"> • Permit System Assessment and Selection
Bellingham, WA	<ul style="list-style-type: none"> • Planning and Permitting and Work Management Assessment and Selection • ERP Software Selection
Whatcom County, WA	<ul style="list-style-type: none"> • Permit Tracking and Data Management Assessment and Selection
Temple City, CA	<ul style="list-style-type: none"> • Land Management and Permitting Assessment
Seminole Tribe of Florida	<ul style="list-style-type: none"> • Community Development and Permitting
Newark, CA	<ul style="list-style-type: none"> • ERP Assessment and Selection
Dublin, CA	<ul style="list-style-type: none"> • ERP Selection
Moreno Valley, CA	<ul style="list-style-type: none"> • ERP Assessment and Selection
Clearwater, FL	<ul style="list-style-type: none"> • ERP Assessment and Selection

6. Qualifications

Table: Five References

Client Name	City of Temecula, California – 344 employees; 106,780 population
Contact	John De Gange, GIS Administrator, Co-Project Manager 951-308-6326 john.degange@cityoftemecula.org
Project Description	<p><u>Project:</u> Community Development including Planning, Permitting, Business License and Cashiering Selection and Implementation Project Management</p> <p><u>Summary Services</u></p> <ul style="list-style-type: none"> • Project Initiation – developed Project Plan, assigned resources to tasks and activities and managed project through successful completion. • Requirements Analysis – conducted on-site interviews to gather data about the current system environment, user needs, business process observations and future vision. • Key Requirements Document – vetted interview data and developed Key Functional and Technical Requirements document. • User Needs Assessment– Permitting software best practices, processes analysis, system integration analysis, compiled report and presented. • RFP – developed RFP and assisted with management of solicitation. • Vendor Selection – reviewed vendor bids, conducted vendor research, made Short List recommendation, developed Demo Script and facilitated demos, final decision coaching, Process Flow Assessment Diagrams. • Contract Negotiation - review and negotiation services. • Implementation Project Management – provided Project Management support for the implementation of the new LMS and cashiering module.
Project Dates	Selection: March 2012 – March 2013 Implementation Project Management: May 2013 – July 2014
SoftResources Team	Elaine Watson, Principal – Project Manager for selection project and implementation of newly selected system Pamela Ettien, Manager – Project Consultant working with Ms. Watson to provide all services through the selection project.

Client Name	City of San Mateo, California – 632 employees; 101,128 population
Contact	Pete Owen, IT Director 650.522.7074 powen@cityofsanmateo.org
Project Description	<p><u>Project:</u> Permit and Land Development Tracking Assessment and Selection</p> <p><u>Project:</u> Implementation Project Management for Permit and Project Tracking and for Cashiering</p> <p><u>Summary of Services</u></p>

	<ul style="list-style-type: none"> • Project Initiation – finalized Project Plan, Schedule and Timeline and managed the project through successful completion. • Requirements Analysis – conducted on-site interviews to gather data about the current system environment, user needs, business process observations and future vision. • Key Requirements Document – vetted interview data and developed Key Functional and Technical Requirements document. • Needs Assessment – conducted assessment of current software, assessed options and provided a market overview, created high level process charts, developed systems diagram, provided best practices recommendations, compiled report and presented • RFP – prepared RFP and assisted to manage solicitation • Vendor Selection –evaluated vendor proposals, conducted vendor research, made Short List Recommendation, developed Demo Script and facilitated demos, final decision coaching. • Implementation Project Management – provided Project Management services for the implementation of new software and cashiering module.
Project Dates	<p>Selection: July 2012 – March 2013 Implementation Project Management: October 2013-January 2016</p>
SoftResources Team	<p>LMS: Trisha Tubbs, Director; Cherish Cruz Manager; Pamela Ettien, Manager provided all services for the assessment and selection of software.</p> <p>Elaine Watson – Implementation Project Management for implementation of new Permit and Land Tracking system; and then engaged to provide Implementation Project Management for Cashiering module.</p>

Client Name	<p>City of Pasadena, California – 2,139 employees; 148,126 population</p>
Contact	<p>John Reimers, Program Management Office, Dept. of IT 626.744.4088 jreimers@cityofpasadena.net</p>
Project Description	<p>Project: Land Management and Permitting Selection</p> <p><u>Summary of Services</u></p> <ul style="list-style-type: none"> • Project Initiation – finalized Project Plan, Schedule and Timeline and managed the project through completion. • Requirements Analysis – conducted on-site interviews to gather data about the current system environment, user needs, business process observations and future vision. • Key Requirements Document – vetted interview data and developed Key Functional and Technical Requirements document. • RFP – developed RFP for software and assisted to manage RFP solicitation process. • Vendor Selection – reviewed all returned proposals and conducted vendor research, made Short List Recommendation, developed demo script and facilitated demos, final decision support.

Dates of Services	<ul style="list-style-type: none"> Contract Negotiation – contract review and negotiation services.
	May 2012 – July 2013
SoftResources Team	<p>Elaine Watson, Principal – Project Manager responsible for successful completion and active in providing all services.</p> <p>Pamela Ettien, Manager – Project Consultant working with Ms. Watson to provide all services.</p>

#4. Client	City of Hayward, California – 791 employees; 151,574 population
Contact	<p>Stacey Bristow, Deputy Director of Development Services 510.583.4233 stacey.bristow@hayward-ca.gov</p>
Project Description	<p><u>Project:</u> Permitting System Assessment and Selection</p> <p><u>Summary of Services</u></p> <ul style="list-style-type: none"> Project Initiation – finalized Project Plan, Schedule and Timeline and managed the project through completion. Requirements Analysis – conducted on-site interviews to gather data about the current system environment, user needs, business process observations and future vision. Key Requirements Document – vetted interview data and developed Key Functional and Technical Requirements document. RFP – prepared RFP and assisted to manage solicitation Vendor Selection – currently evaluating vendor proposals, conducting vendor research down to Short List Recommendation, developing Demo Script and will facilitated demos, final decision coaching. Future service Contract Negotiation
Project Dates	July 2016 - Current
SoftResources Team	<p>Elaine Watson, Principal – Project Manager responsible for successful completion and active in providing all services.</p> <p>Pamela Ettien, Manager – Project Consultant working with Ms. Watson to provide all services.</p>

Client Name	City of Bellingham, WA – 900 employees; 81,000 population
Contact	<p>Marty Mulholland, Director, Information Technology Services Department 360-778-8050 mmulholland@cob.org</p>
Project Description	<p><u>Project:</u> Planning and Permitting and Work Management Assessment and Permitting and Planning Selection</p> <p><u>Scope of the Software</u></p> <p>Permitting and Land Management, Inspections, Code Enforcement, Work Management, GIS Connectors, Citizen Access Portal. Also explored options for Work Management including Asset Management, Work Orders, Preventive</p>

	<p>Maintenance and Inventory.</p> <p><u>Summary of Services</u></p> <ul style="list-style-type: none"> • Project Management – finalized Project Plan and Schedule and managed the project through successful completion. • Requirements Analysis – Conducted requirements and business processes interview workshops for permitting and work management and developed Key Functional and Technical Requirements document. • Business Process Maps – prepared workflow diagrams for permitting and work management, presented Workflow Diagrams and Key System and Integrations Requirements. Developed As-Is Business Process Maps and identified areas for process improvement with replacement. • Market Analysis – conducted high level market research for planning and permitting and work management software to identify critical differentiators of software systems; developed system requirements, selection process and evaluation process; identified business process gaps and prepared a Market Summary Report and presented. • Software Strategy Assessment – conducted project analysis and management review assessment of whether the City should conduct two separate RFPs for software or combine for permitting and work management. Compiled report and presented. • RFP – developed RFP for software and provided RFP management • Vendor Selection – reviewed RFP proposals, conducted vendor research, developed Demo Script and facilitated demos, decision support. • Contract Negotiation – contract review and negotiation services.
<p>Project Dates</p>	<p>April 2013 – August 2014</p>
<p>SoftResources Team</p>	<p>Elaine Watson, Principal – Project Manager responsible for successful completion and active in providing all services.</p> <p>Pamela Ettien, Manager – Project Consultant working with Ms. Watson to provide all services.</p>

7. Financial Capacity

SoftResources is privately held limited liability company and as such we do not provide financial information in public documents. We are happy to provide evidence of financial stability if we are short listed or awarded this opportunity.

SoftResources has never failed to complete a project in our 21 years providing software consulting. We have never had any administrative proceedings, claims, lawsuits or other exposures brought against us.

8. Cost Proposal

SoftResources has completed the City's Attachment B – Cost Proposal found in Section 11 – Checklist of Forms to Accompany Proposal. In addition to that we have also included a detailed hour and fee Excel spreadsheet under Section 12 – Exhibits.

9. Disclosure

To the best of our knowledge, no SoftResources employee or owner has had any past or current business or personal relationships with any current Costa Mesa elected official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

10. Sample Professional Service Agreement

SoftResources has reviewed the City's Sample Professional Service Agreement and has noted exceptions below. Please note that SoftResources will work with the City to determine mutually agreeable language.

Exceptions

6.9. Indemnification and Hold Harmless. Delete the last sentence and add the following: Total liability for Professional Liability ONLY (errors and omissions) for the written reports and verbal counsel provided to City by Consultant for the scope of services in this Agreement will be limited to the amount paid by the City to Consultant.

6.13. Ownership of Work Product. Add the following: Notwithstanding the above, Consultant retains ownership of any tools, templates, and information that Consultant developed independently of this project and uses for many clients.

11. Checklist of Forms to Accompany Proposal

SoftResources has completed and included the required forms requested by the City

COMPANY PROFILE & REFERENCES**Company Profile**Company Legal Name: SoftResources LLCCompany Legal Status (corporation, partnership, sole proprietor etc.): Limited Liability CompanyActive licenses issued by the California State Contractor's License Board: Not ApplicableBusiness Address: 11411 NE 124th Street, Suite 270, Kirkland, WA 98034Website Address: www.softresources.comTelephone Number: 425.216.4030 Facsimile Number: 425.968.4131Email Address: info@softresources.comLength of time the firm has been in business: 21 years Length of time at current location: 9 yearsIs your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: Yes No If yes, State of Incorporation: _____Federal Taxpayer ID Number: 91-1700358Regular business hours: 8:00 a.m. to 5:30 p.m.Regular holidays and hours when business is closed: Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving,Christmas Eve and Christmas Day, New Year's DayContact person in reference to this solicitation: Spencer Arnesen, CPA, PrincipalTelephone Number: 425.216.4030 Facsimile Number: 425.968.4131Email Address: sarnesen@softresources.comContact person for accounts payable: Elaine Watson, CPATelephone Number: 425.216.4030 Facsimile Number: 425.968.4131Email Address: ewatson@softresources.comName of Project Manager: Elaine Watson, CPA, PrincipalTelephone Number: 425.216.4030 Facsimile Number: 425.968.4131Email Address: ewatson@softresources.com

COMPANY PROFILE & REFERENCES**(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Temecula Telephone Number: 951.308.6326

Contact Name: John DeGange, GIS Administrator Contract Amount: \$217,100

Email: john.degange@cityoftemecula.org

Address: 410000 Main Street, Temecula, CA 92589

Brief Contract Description: Assessment and Selection of Community Development System and Implementation Project Mgmt for new LMS

Company Name: City of San Mateo Telephone Number: 650.522.7074

Contact Name: Pete Owen, Director IT Contract Amount: \$324,911

Email: powen@cityofsanmateo.org

Address: 330 West 20th Avenue, San Mateo, CA 94403

Brief Contract Description: Assessment and Selection of Permit and Project Tracking System and Implementation Project Mgmt for Tyler EnerGov and Cashiering

Company Name: City of Pasadena Telephone Number: 626.744.4088

Contact Name: John Reimers, Program Management, Dept. IT Contract Amount: \$110,558

Email: jreimers@cityofpasadena.net

Address: 100 N Garfield Avenue, N134, Pasadena, CA 91101

Brief Contract Description: Selection of Land Management and Permitting System (LMS)

Company Name: City of Hayward Telephone Number: 510.583.4233

Contact Name: Stacey Bristow, Deputy Director of Development Services Contract Amount: \$74,792

Email: stacey.bristow@hayward-ca.gov

Address: 777 B Street, Hayward, CA 94541

Brief Contract Description: Assessment and Selection of Permitting System

Company Name: City of Bellingham Telephone Number: 360.778.8050

Contact Name: Marty Mulholland, Director, IT Services Department Contract Amount: \$135,000

Email: mmulholland@cob.org

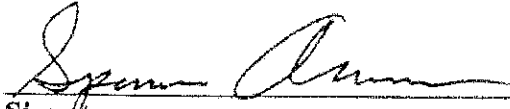
Address: 625 Halleck Street, Bellingham, WA 98225

Brief Contract Description: Assessment and Selection of Permitting and Planning and Work Mangement System

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 17-05 PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A LAND MANAGEMENT SYSTEM** at any time after **November 2, 2016**.


Signature

Date: November 15, 2016

Spencer Arnesen, Principal
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 2, 2016** with a City Councilmember concerning **RFP No. 17-05 PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A LAND MANAGEMENT SYSTEM**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

ATTACHMENT B

**COST PROPOSAL
FOR
PROJECT MANAGEMENT FOR SOFTWARE REPLACEMENT OF A
LAND MANAGEMENT SYSTEM**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work, Attachment A. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
Elaine Watson, CPA	\$ 175	282	\$ 49,350	\$ Not Applicable
Pamela Ettien	\$ 175	174	\$ 30,450	\$ Not Applicable
Travel Expenses	\$ 7,702		\$ 7,702	\$ Not Applicable
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$

Total Estimated Annual Price	\$ 87,502
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DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

STAFFING PLAN

1. Primary Staff to perform Agreement duties

Name	Classification/Title	Years of Experience
Elaine Watson, CPA	Principal/Project Manager	23+ years/cofounder of SoftResources
Pamela Ettien	Manager/ Project Consultant	19 years at SoftResources

2. Alternate staff (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience
Ron Loos, CISSP	Director	3 years at SoftResources
Cherish Cruz	Manager	14 years at SoftResources

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.

12. Exhibits

Exhibit A: Detailed Hour and Fee Estimate for Costa Mesa Software Replacement LMS

Exhibit A: Detailed Hour and Fee Estimate for Costa Mesa Software Replacement of LMS

<u>Work Performed by Phase</u>	<u>Director</u>	<u>Manager</u>	<u>Total Hours</u>	<u>Estimated Fees</u>
	\$175	\$175		
Phase 1 - Project Initiation				
1.1 Project Plan	8	8	16	2,800
1.2 Project Management	16	0	16	2,800
Total Hours	24	8	32	5,600
Phase 2 - Needs Assessment				
2.1 Requirements Analysis (3 days on-site)	24	24	48	8,400
2.2 Key Requirements Definition	12	18	30	5,250
2.3 Needs Assessment Report	24	28	52	9,100
Total Hours	60	70	130	22,750
Phase 3 - Request for Proposal				
3.1 Prepare RFP	10	16	26	4,550
3.2 RFP Management	8	8	16	2,800
Total Hours	18	24	42	7,350
Phase 4 - Best Fit Analysis				
4.1 Vendor Evaluation	24	28	52	9,100
4.2 Short List Recommendation	8	12	20	3,500
4.3 Demo Script and Request for Demo Letter	12	16	28	4,900
4.4 Demo Facilitation (7 days on-site)	60	4	64	11,200
4.5 Decision Analysis	16	12	28	4,900
Total Hours	120	72	192	33,600
Phase 5 - Contract Negotiation				
5.1 Contract Review	20	0	20	3,500
5.2 SOW Review	20	0	20	3,500
4.3 Direct Negotiation Participation	20	0	20	3,500
Total Hours	60	0	60	10,500
(Optional) Phase 6 - Implementation Project Management Oversight				
Implementation Project Management Services	TBD	TBD	0	TBD
Total Hours	0	0	0	TBD
Total Estimated Fees	282	174	456	79,800
Estimated Expenses (Phases 1-4)				7,702
Total Fixed Fees and Expenses				87,502

Estimated Expenses for On-site Trips (Phases 1-5)

On-site Workshops (4 days on-site)	
Roundtrip Airfare \$275 x 2 persons	550
Car Rental \$100/day x 4 days	400
Parking \$35/day x 5 days x 2 persons	350
Per Diem \$64/day x 4 days x 2 persons	512
Hotel \$200/night x 4 nights x 2 persons	1,600
	<u>3,412</u>
	\$3,412

Short List Presentation (1 day on-site)	
Roundtrip Airfare \$275 x 2 persons	550
Car Rental \$100/day x 1 day	100
Parking \$35/day x 1 day x 2 persons	70
Per Diem \$64/day x 1 day x 2 persons	128
Hotel \$175/night x 0 nights	-
	<u>848</u>
	\$848

Demo Facilitation (7 days on-site)	
Roundtrip Airfare \$275 x 2 trips x 1 person	550
Car Rental \$100/day x 7 days	700
Parking \$35/day x 8 days	280
Per Diem \$64/day x 8 days x 1 person	512
Hotel \$200/night x 7 nights x 1 person	1,400
	<u>3,442</u>
	\$3,442

Estimated Expenses \$ 7,702

EXHIBIT C
FEE SCHEDULE

Exhibit A: Detailed Hour and Fee Estimate for Costa Mesa Software Replacement of LMS

Work Performed by Phase	Director	Manager	Total Hours	Estimated Fees
Phase 1 - Project Initiation	\$175	\$175		
1.1 Project Plan	8	8	16	2,800
1.2 Project Management	16	0	16	2,800
Total Hours	24	8	32	5,600
Phase 2 - Needs Assessment				
2.1 Requirements Analysis (3 days on-site)	24	24	48	8,400
2.2 Key Requirements Definition	12	18	30	5,250
2.3 Needs Assessment Report	24	28	52	9,100
Total Hours	60	70	130	22,750
Phase 3 - Request for Proposal				
3.1 Prepare RFP	10	16	26	4,550
3.2 RFP Management	8	8	16	2,800
Total Hours	18	24	42	7,350
Phase 4 - Best Fit Analysis				
4.1 Vendor Evaluation	24	28	52	9,100
4.2 Short List Recommendation	8	12	20	3,500
4.3 Demo Script and Request for Demo Letter	12	16	28	4,900
4.4 Demo Facilitation (7 days on-site)	60	4	64	11,200
4.5 Decision Analysis	16	12	28	4,900
Total Hours	120	72	192	33,600
Phase 5 - Contract Negotiation				
5.1 Contract Review	20	0	20	3,500
5.2 SOW Review	20	0	20	3,500
4.3 Direct Negotiation Participation	20	0	20	3,500
Total Hours	60	0	60	10,500
(Optional) Phase 6 - Implementation Project Management Oversight				
Implementation Project Management Services	TBD	TBD	0	TBD
Total Hours	0	0	0	TBD
Total Estimated Fees	282	174	456	79,800
Estimated Expenses (Phases 1-4)				7,702
Total Fixed Fees and Expenses				87,502

Estimated Expenses for On-site Trips (Phases 1-5)

On-site Workshops (4 days on-site)	
Roundtrip Airfare \$275 x 2 persons	550
Car Rental \$100/day x 4 days	400
Parking \$35/day x 5 days x 2 persons	350
Per Diem \$64/day x 4 days x 2 persons	512
Hotel \$200/night x 4 nights x 2 persons	1,600
	<u>3,412</u>

Short List Presentation (1 day on-site)	
Roundtrip Airfare \$275 x 2 persons	550
Car Rental \$100/day x 1 day	100
Parking \$35/day x 1 day x 2 persons	70
Per Diem \$64/day x 1 day x 2 persons	128
Hotel \$175/night x 0 nights	-
	<u>848</u>

Demo Facilitation (7 days on-site)	
Roundtrip Airfare \$275 x 2 trips x 1 person	550
Car Rental \$100/day x 7 days	700
Parking \$35/day x 8 days	280
Per Diem \$64/day x 8 days x 1 person	512
Hotel \$200/night x 7 nights x 1 person	1,400
	<u>3,442</u>

Estimated Expenses \$ 7,702