

City of St. Louis, MO



Request for Proposal

127-20RFP-01

For An

Enterprise Resource Planning (ERP) Software and Services

Issue Date: June 28th, 2019

Closing Date: August 9th, 2019 at 12:00pm CST

Any addendums will be posted at <https://www.stlouis-mo.gov/government/procurement/>

Pre-Proposal Meeting (Non-Mandatory): July 24th, 2019 at 10:00am CST

Location:

1520 Market Street, Suite 3005

St. Louis, MO 63103

Conference #: (1) 646.876.9923, Meeting ID: 211 082 159

Proposal Submission

Proposal Due Date: City of St Louis, MO: August 9th, 2019 at 12:00pm CST

Submit to City: 1 printed, signed, original technical and cost proposal and signed addenda, 7 copies of original technical and cost proposal and any supporting documentation, including the following files:
ERP Software and Services - Specifications.xlsx
ERP Software and Services - Respondent Forms.docx
ERP Software and Services - Pricing Forms.xlsx

1 USB flash drive containing an electronic version of the technical and cost proposal and any supporting documentation, including the following files:
ERP Software and Services - Specifications.xlsx
ERP Software and Services - Respondent Forms.docx
ERP Software and Services - Pricing Forms.xlsx

Proposals MUST be received in

ITSA

City Hall Room 214

1200 Market Street

St. Louis MO 63103

The RFP package including the following four (4) RFP documents will be posted and available for download on the City's website at <https://www.stlouis-mo.gov/government/procurement>:

127-20RFP-01 for ERP Software and Services.pdf

ERP Software and Services - Specifications.xlsx

ERP Software and Services - Respondent Forms.docx

ERP Software and Services - Pricing Forms.xlsx

Important Notice: Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed, in writing only to:

Lynn Visintine, Executive Secretary
Information Technology Services Agency

Email: visintin@stlouis-mo.gov

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP by posting them on the City's website at <https://www.stlouis-mo.gov/government/procurement>. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

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1 Introduction

1.1 Overview

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of providing an Enterprise Resource Planning (ERP) system for the City of St. Louis, MO. The RFP states the overall scope of services desired and specific functionality as well as required Respondent qualifications. This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of St. Louis (hereafter referred to as “the City”) to satisfy the needs as outlined in the scope of services.

1.2 Definitions

The following definitions are used in the RFP:

- **Client or City** means the City of St. Louis, MO
- **Plante & Moran, PLLC:** The City’s independent consultant for the project.
- **Respondent** means a firm, company or organization submitting a proposal in response to this RFP.
- **Enterprise Resource Planning (ERP)** system or software means the software solution that the successful Respondent responding to this RFP will be responsible for providing.

1.3 Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued and posted online at <https://www.stlouis-mo.gov/government/procurement/index.cfm>.

Milestone	Timeframe
RFP issuance	June 28 th , 2019
Respondent pre-proposal meeting	July 24 th , 2019 at 10:00am CST
Deadline for clarification questions	August 2 nd , 2019 at 12:00pm CST
City distributes responses for Respondent RFP clarification questions	Responses to inquiries will be posted to the City website as quickly as possible after receipt, with all posted by August 7 th at 5:00 pm CST
Respondent proposals due	August 9 th , 2019 at 12:00pm CST
Notification of demonstration dates	September 2019
Demonstrations of software	September – October 2019

1.4 City Background

The City of St. Louis is an independent city located in the State of Missouri with a population around 320,000. In 2019, the City of St. Louis engaged the services of Plante Moran to analyze the City's business processes and systems focusing on HR and Finance. The City's current ERP technology includes modules that are being retired, missing critical functionality, or are unable to interface with other systems. Numerous manual and repetitive processes can be eliminated through automation and via the implementation of a new ERP system. During the implementation, it is City staff's goal to re-engineer inefficient processes to meet best practices and more fully utilize existing and future technology.

1.5 Current Application Environment

*Legend for Current Applications		
Legend Code		Description
R	Replacement	The City is intending on replacing this application with the selected solution.
C	Consider	The City is considering replacing this application with the selected solution, based on the strength of the finalist Respondent offering and cost / benefit of the replacement module.
M	Maintain	The City is intending on retaining the application, not replacing it through this effort.
I-Rq	Interface - Required	The City is intending on keeping the application and MUST interface/integrate it with the selected ERP solution.
I-Op	Interface Optional	The City is intending on keeping the application and MAY interface/integrate it with the selected ERP solution at some point in the future.

Current Applications	Application Notes/Description	Departmental Owner	Likely Future?*
Armory	Criminal justice application	Police Academy; SLMPD	I-Rq
Arrest Data Retrieval	Criminal justice application	SLMPD Commissioned Officers; Crime Analysis Unit	I-Rq
Asset Works / M5	Fleet, data collection on vehicles	ESD	M
AXS Scanning Software	Imaging; City plans to replace with new system.	Assessor's Office	R
BlueTeam	Criminal justice application	SLMPD	I-Op
WBlue StLCity Permits	Permitting system	Building Division	I-Op

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Current Applications	Application Notes/Description	Departmental Owner	Likely Future?*
CAD Data Retrieval	Criminal justice application	SLMPD Commissioned Officers; Crime Analysis Unit; Planning and Research Division	I-Rq
CallsforService Database	Criminal justice application	SLMPD	I-Rq
Chameleon	Animal Shelter Inventory	Health	M
Cityworks	CSB Service Requests, Fire Hydrant Inspections, Sewer Lateral Repair Program, 50/50 Sidewalk Program, Street Right of Way repairs, Street blocking/excavation permits, Special Event permits, Facilities Maintenance work orders, Civilian Oversight Board, Fire Department Smoke Detector installs, Excise Permits/License applications, Sunshine Requests	Citizens' Service Bureau (311), City Counselors, BPS, Excise, numerous operating departments	I-Op
CMS (Content Management System Internal Applications (databases)	Boards and Commissions, Calendar, Events, Meetings, CSB Service Requests Online, Street Department Online Permit Applications, Data Dashboard, Open Data Portal, Problem Properties Database, License Collector Online Renewals, License Collector Online Applications	Multiple	M
CMS (Content Management System Internal Applications (databases)	Supply Division Custom Bid Notices	Purchasing	R
Commissioned Activity Processing & Reports	Criminal justice application	SLMPD Commissioned	I-Rq
Crime Data Retrieval	Criminal justice application	SLMPD	I-Rq

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Current Applications	Application Notes/Description	Departmental Owner	Likely Future?*
Custom Legacy Mainframe Application	Collector of Revenue, 4 Retirement Systems, License Collector, LRMS, Assessor - Real Estate Assessments, Assessor - Personal Property Assessment	Multiple	M
Custom Legacy Mainframe Application	Payroll, Employee Benefits	Personnel, Comptroller	R
DevNet (CAMA System)	New computer aided mass appraisal system	Assessor's Office	M
DR Website (RMS)	Criminal justice and records management	TRU/Records	I-Rq
EHelpDesk	IT Service Desk Tickets	ITSA	M
ESO Solutions	Utilized for electronic tracking of medical requests.	Fire Department	C
ESRI GIS	City geographic information system.	Multiple	M
G (Google) Suite	Email and business productivity	All	M
GEOSTLouis (Custom built app)	Tracking permits	CDA, PDA	M
HUD Reporting System	Case management system for CREA that has been discontinued. Utilized by Human Services for reporting time to grants.	CREA, Human Services	I-Op
I/CAD – Computer Aided Dispatch Overall	Criminal justice/dispatch	SLMPD	I-Rq
I/Leads	Criminal justice application	SLMPD	I-Rq
IAPro	Criminal justice application	SLMPD Internal Affairs	I-Rq

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ERP Software and Services

Current Applications	Application Notes/Description	Departmental Owner	Likely Future?*
ID Badge System (Elliot Data Systems)	Access control (Currently, peopleSoft personnel data is transferred via an interface to the ID badge system for employee identification badges and retiree identification badges)	SLMPD, ITSA, SLDC	I-Rq
Laserfische	Utilized to scan vouchers and contracts	Comptroller, Records Retention, Supply Division, Assessor, Registrar, License Collector, ITSA - Import Agent used to print mainframe reports to PDF	I-Rq
Lathem	Time clock system with code punches based on employee ID #	License Collector	C/I-Op
Lotus 123	Leveraged by multiple departments for data tracking and analysis. The fire department uses it to track payroll detail.	Fire, Airport, Police, Courts	R
Lynchval	Pension System	Personnel	I-Rq
Microsoft Dynamics	Accounting system that the airport is currently implementing.	Airport	I-Rq, but is responsibility of the Airport vendor
MIP (Micro Information Products)	Parking financial system, voucher payments	Treasurer, SLATE	C
MS Access	City Counselor Claims database, Litigation database, Database for CDA, Rec permit database, Forestry, Comptroller City Bonds tracking, Parks Equipment Rental, Jewel Box schedule of events, Parks Picnic reservations, Parks House events, Parks Hay rides, Parks Ball Fields, NADA & State vehicle values look up, Assessor Business Accounts, City Counselor	Multiple	M

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Current Applications	Application Notes/Description	Departmental Owner	Likely Future?*
MS Access	Budgeting, Comptroller City Contracts, DROP program, Reprint 1099s lost or stolen	Budget, Comptroller, Personnel	R
MS Excel	Leveraged for many functions including Budgeting, FMLA tracking and CAFR	Multiple	R
MSA vsn circa 1985 (owned by Infor)	Finance and Accounting	Comptroller	R
Novatime	Time tracking	Treasurer, Recorder of Deeds	C/I-Op
OneSolution	Accounting system	Water Division	C/I-Op
PaperThin Content Management System	Content management; Individual department webpages	All	M
Peachtree	Cash receipting	SLMPD	C/I-Rq
Pension Systems (COTS)	Fire retirement system (FRS), Fire retirement plan (FRP), Police retirement system (PRS), PBI - system that verifies if participants have passed away.	Three separate oversight boards.	C/I-Op
Legacy/Mainframe Pension Systems	Employee retirement system (ERS)	Director of Personnel	R/I-Rq
PeopleSoft	Utilized by SLMPD for human resources, secondary employment, performance management, time and labor, payroll interface, benefits administration, and IAD lineup.	SLMPD	R
Pitney Bowes Business Managers System	Mailing services	Mailroom Division (under Purchasing Dept)	M
Quartermaster	Uniforms	SLMPD, Corrections, Fire, and EMS	C/I-Op

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Current Applications	Application Notes/Description	Departmental Owner	Likely Future?*
Rec Desk	Recreation software. Facility management,	Parks, Recreation, and Forestry	M
REJIS	Criminal justice application	SLMPD	I-Rq
Report2Web / SLMPD Police Report Writing	Criminal justice application	SLMPD	I-Rq
Sage Abra	Human Resources / Personnel	Courts	R
Secure 32	Check printing	Treasurer	R/I-Rq
SEM Application	Case management application. Acts as conservator for 80-100 people and also tracks taxes for participants in an excel spreadsheet to send to their accountants.	Public Admin	M
SIGMA	Current system for tracking applicants	Personnel	R
TADII	Employee Training Tracking System	Personnel	C
Timeforce	Used for tracking time, leave, compensatory time, etc.	Medical Examiner	R
Tracker	Asset tracking	SLMPD – Property Custody Division	I-Rq
TWA Legacy System	Fixed assets system (airport)	Airport	C

1.6 Current Technical Environment

The City has established technology standards and would prefer to adhere to them as part of the implementation of the ERP. The tables below provide Respondents with a current summary of the City's network and computing environments, and standards. As part of the proposal process Respondents will be required to submit significant technical detail about the proposed solution detailed in section 3.4 of this RFP. In preparing responses, Respondents must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Respondents proposed solution and the City's defined environments
- Recommendations of how best to implement and operate the proposed solution within the City's defined environments

1.6.1 City Technical Standards

Item	Technical Standards
Network and Security	
Internet Connection(s)	Dedicated internet 4 Gbps download and 4 Gbps upload
MAN/WAN Connection(s)	City-owned and leased dark fiber connections
LAN Connection(s)	Cisco-based equipment, 10/100 Mbps, 1 Gbps and 10 Gbps speeds
Firewall / Content Filtering System	Barracuda F800s configured for high availability, Police use Sonicwalls
WAF	Barracuda WAF 660s
Remote Access	VPN-based with two factor authentication (Sonicwalls SRAs)
User Authentication	Microsoft Active Directory
Server, Storage, Backup	
Server Hardware	Dell EMC
Server Operating System	Microsoft Windows 2016
Server Virtualization	Microsoft Hyper-V
Storage Area Network	Dell EMC Compellent & Equallogic
Backup Solution & Devices	Barracuda backup appliance.
Application and Database	
Business Application Environment	In-house developed mainframe-based system
Email System	MS Outlook for Police & Airport , Google G Suite for all others
Relational Databases	DB2 and Microsoft SQL Server
End User Device and Software	

Desktop/Laptop Hardware (WIN/Intel)	Dell
Desktop/Laptop Operating System	Microsoft Windows 10
Productivity Tools	Microsoft Office 2013 & 2016 for some users, Google G Suite for Business for all others
Internet Browser	Preference for Chrome and Mozilla Firefox, small usage of Internet Explorer

1.7 Expected Scope of System Solution

The City is requiring that Respondents propose a complete ERP solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the Respondent. The proposed solution may include software components where the intellectual property rights are owned by another software vendor for Core and Expanded Application Software.

All of the software modules listed below are important to the City. Respondents are encouraged to provide as comprehensive solution as feasible. The following definitions should be considered relative to the list below.

- **Core:** Components of the proposed solution that MUST be proposed and are mandatory to include in the Respondents proposal.
- **Expanded:** Components of the proposed solution that may be optionally proposed but are not mandatory to include in the Respondents proposal.

In recognition of the City's unique requirements relative to Payroll and Time and Attendance scope, the City will also consider "stand-alone" proposals from payroll and time and attendance software Respondents. "Stand-alone" proposals for other Core and/or Expanded Application Software will not be considered.

Respondents proposing a "stand-alone" solution for the payroll and time and attendance scope must respond to the Functional Requirements as per the directions in Section 4 – Functional Requirements for the module(s) they offer in addition to the General & Technical functional requirements. Any "stand-alone" proposals for payroll and time and attendance software modules must comply with the proposal response requirements as defined in Section 3 – Proposal Response Format. **"Stand-alone" proposals for any other Core or Expanded Software will not be considered.**

The City is contemplating its technical system deployment strategy and therefore, is accepting proposals for both City-hosted, and private or public vendor-hosted solutions.

Software:

- **Core Application Software:**

Line of Business	Module/Process Area
Finance	Accounts Payable, Bank Reconciliation, Budgeting, Fixed Assets, General Ledger and Financial Reporting, Grant Accounting, Project Accounting, Miscellaneous Billing and Accounts Receivable
Treasury Management	Cash Management
Procurement	Contract Management, Purchasing, Inventory Management
Human Capital Management	Employee Benefits, Employee and Management Self Service, Human Resources and Position Control, Recruitment/Applicant Tracking
Payroll and Time and Attendance	Payroll, Time and Attendance

Any other necessary software components to support the proposed Core Application Software solution (e.g. General & Technical).

- **Expanded Application Software:**

Line of Business	Module/Process Area
Finance/Procurement/Treasury	Cash Receipting, Debt Management, Investment Management
Human Capital Management	Pension Administration, Learning Management

Services:

- **Required Services**

- Project Management
- Hardware design and installation consulting
- Software Installation
- Data Conversion
- Report Development
- Integration and Interface Development
- Software Modifications
- Implementation and Training Services
- Change Management
- Knowledge Transfer to Staff
- System Documentation Development

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- Operational Redesign Assistance
- Ongoing Support and Maintenance Services
- **Optional Services**
 - On-Going hosting and/or other managed services

Additional details and descriptions related to the specifics of the expected scope can be found in section 3 – Proposal Response Format.

1.8 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual and estimated metrics for the current environment. This information is provided as an aid to understanding the scope of services that the City provides to its resident base and to aid Respondents in accurately estimating their respective project and license costs.

Operating Volumes/Standards	Current
Population	320,000
Form of Government	City
Jurisdictional Area (Square Miles)	66 sq. miles
Number of Departments/Divisions	69
Budget (General Fund)	\$519.3M
Budget (Central IT) (excludes Police, Water, Airport)	\$6,731,405
Budget (All Funds)	\$1,149.2M
Total Staff (Full time: 1FTE)	6,800
Total Staff (Part time: 0.5 FTE)	400
Number of IT users	20
Number of ERP System Users - Total Current	Financial: 300 HR: 15
Number of ERP System Users - Total Future (Admin/Approval level users)	1500
General Ledger/Bank Reconciliation	
Current Chart of Accounts Structure	
Chart Segment One Name/Account Mask	Fund - 4 digit number (i.e. 1010)
Chart Segment Two Name/Account Mask	Cost Center - 7 digit number (i.e. 1270000)
Chart Segment Three Name/Account Mask	Account - 7 digit number (i.e. 5235000)
Future Chart of Accounts Structure	
Chart Segment One Name/Account Mask	Fund - open to input re: format
Chart Segment Two Name/Account Mask	Cost Center - open to input re: format

Chart Segment Three Name/Account Mask	Account - open to input re: format
Fiscal Year End	6/30/20xx
Number of Funds	65
Number of Balance Sheet Accounts	102
Number of Expense Accounts	317
Number of Revenue Accounts	447
Number of Project numbers	300
Number of Manual Journal Entries (Monthly)	400
Number of Cash Accounts	34
Number of Bank Accounts	25
Number of Annual Check Voids	440
Budgeting	
Pre-Encumbrance Controls	Yes
Encumbrance Controls	Yes
Budget Entry Model (Centralized or Decentralized):	Decentralized
Number of Approval Levels	Two - Four
Budget Frequency	Annual & Monthly Adjustments
Number of Funds Budgeted	15 - 20
Fixed / Capital Assets	
Number of Capitalized Fixed Assets	7,168 not including Airport
Fixed asset tagging	No
Fixed Asset Capitalization Threshold	\$5,000/\$100,000 construction
Tracking/Reporting of Non-depreciable Assets	Yes - 12,104
Project/Grant Accounting	
Do Projects/Grants Cross Funds?	Yes
Do Projects/Grants Cross Departments?	Yes
Purchasing/Contract Management/Inventory	
Use of NIGP/Commodity Codes?	Not yet - willing
Number of Requisitions per Month	~3500 annually/300 monthly
Number of Purchase Orders per Month	~3500 annually/300 monthly
Number of Invoices Without a Purchase Orders per Month	~4000 annually/325 monthly
Number of Vendors in Purchasing System	750-1000
Use of Inventory Item Codes?	Not yet - willing
Number of Item ship to Locations	about 80
Average Frequency of Physical Inventories	N/A

Accounts Payable	
Number of Vendors Maintained in Accounts Payable System	18,000 active - Will convert paid vendors for last 2 fiscal years - approx. 5,000
Number of Invoices Input Annually	90,000
Frequency of Check/EFT Runs	Daily
Check Signature Method	Laser Check System
Payments Types Supported	Check, ACH, Wire & P-Card
Number of 1099s Processed Annually	300
Cash Receipting	
Receipting Model (Centralized or Decentralized)	Decentralized
Human Resources and Payroll	
Number of Permanent Employees	6800, approx. 400 vacant at any given time
Number of Part-Time Employees	400
Number of Seasonal Employees	250-800 depending on grant funds
Number of Applicants (Annually)	In 2018 - 19,305
Payroll Frequency	Biweekly
Number of Payroll Owners	Besides Civil Service employees, City processes payroll for 18 other County/Elected offices which can establish their own pay regulations.

1.9 Overall Evaluation Process

1. Evaluation Process:

Responses will be evaluated by a Selection Committee, in accordance with the guidelines established by Ordinance 64102. The Selection Committee is composed of the Director of ITSA, a staff member of ITSA, a member selected by the Mayor, a member selected by the Comptroller and a member selected by the President of the Board of Aldermen. The City and/or its Selection Committee reserve the right to:

1. Reject any and all proposals with or without cause;
2. Request additional information as the City and/or its Selection Committee may deem necessary;
3. Waive any and/all nonmaterial irregularities pertaining to proposals;
4. Disqualify any and/or all firms and reject any and/or all Proposals for failure to comply with this RFP or to promptly provide additional requested materials or information;
5. Supplement, amend, substitute or otherwise modify this RFP;
6. Interview or call upon for a presentation from one or more of the Respondents;
7. Negotiate final contract terms with any Respondent;

8. Discuss the proposals submitted with any or all of the Respondents;
9. To enter into any agreement deemed by the City of St. Louis to be in the best interest of the City of St. Louis with one or more Respondents.

During the evaluation process, discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the selection committee if discussions for clarification are needed. The objective of the selection committee will be to recommend the Respondents whose proposal is most responsive to the City's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response. As part of the evaluation process, Respondents may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee.

The City will then enter into contract negotiations with the Respondent whose overall solution best meets the needs of the City over the long-term. The City's intent is to acquire the solution that provides the best value to the City and meets or exceeds both the functional and technical requirements identified in this RFP.

The City highly values M/WBE participation. The quality and extent of M/WBE participation, therefore, will be considered in the rating of proposals. At minimum, Respondents should be able to demonstrate that a good faith effort was made to meet our target levels. To the extent that the leading two proposals are close in qualitative measures, the consultant/team with the higher M/WBE participation may be given preference. Information regarding M/WBE can be found at:

<https://www.flystl.com/business/business-diversity-development-1/business-diversity-development> and <https://www.stlouis-mo.gov/government/departments/sldc/minority-business-development.cfm>.

The City will be using the following process to reach a finalist Respondent decision:

1. **Minimum Evaluation Criteria:** As part of the Respondent's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Respondent's response from further consideration:
 - **Minimum Client Software Installations**
Must have provided software for at least one previous local government of similar size and complexity.
 - **RFP Response**
RFP response is submitted by the due date and time.
 - **Response Authorization**

The RFP response is signed by an authorized company officer.

- **Response Completeness**

Respondent complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated including **the Living Wage acknowledgment and Unauthorized Aliens Prohibited Affidavit**. Any deficiencies in this regard will be determined by the selection committee to be either a defect that the committee will waive or not or that the proposal can be sufficiently modified to meet the requirements of the RFP.

2. Round 2 Evaluation:

Following such elimination, if more than one respondent remains for consideration, the committee, and Chair may propose and the committee may adopt, with or without modifications, a method of scoring the proposals and will score the submitted proposals. Such scoring may take place at the committee meeting where scoring methodology is adopted or may, upon request of any committee member, be deferred to a subsequent meeting of the committee to provide time for committee members to review and score the proposals.

3. Round 3 Evaluation:

The top Respondents in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Respondents.
- On-site vendor demonstrations to include module/functionality and technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

At any point in time during the 3rd round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round 3 activities, the finalist Vendors will be judged on all information collected to date.

2 Respondent Proposal Guidelines

2.1 Intent

It is the intent of the City, through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal.

Before submitting a proposal, the Respondent shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract.

The terms of the RFP and the selected Respondent's proposal and any additional documentation (e.g. questions and answers) provided by the Respondent during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Respondent. It shall be the Respondent's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The Respondent shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

2.2 Deadline for Proposals

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive. Proposals must be submitted **by August 9th, 2019 at 12:00 p.m. CST** to:

**ITSA
City Hall Room 214
1200 Market Street
St. Louis MO 63103**

The Respondent must submit:

1 printed, signed, original technical and cost proposal and signed addenda,
7 copies of original technical and cost proposal and any supporting documentation, including the following files:

ERP Software and Services - Specifications.xlsx
ERP Software and Services - Respondent Forms.docx
ERP Software and Services - Pricing Forms.xlsx

1 USB flash drive containing an electronic version of the technical and cost proposal and any supporting documentation, including the following files:

ERP Software and Services - Specifications.xlsx

ERP Software and Services - Respondent Forms.docx

ERP Software and Services - Pricing Forms.xlsx

All proposals must contain the following wording clearly marked on the outside of the envelope:

127-20RFP-01 ERP System Selection due date August 9th, 2019 at 12:00pm CST

The RFP package including the following four (4) RFP documents will be posted and available for download on the City's website at <https://www.stlouis-mo.gov/government/procurement:>

127-20RFP-01 for ERP Software and Services.pdf

ERP Software and Services - Specifications.xlsx

ERP Software and Services - Respondent Forms.docx

ERP Software and Services - Pricing Forms.xlsx

Proposals received after the deadline will not be accepted and will be returned to the sender unopened via certified mail. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent by Federal Express (or comparable carrier) or hand delivered to the above address. The full name and address of the proposer will be clearly marked on the outside of the package that is inside the Federal Express package, USPS, or comparable carrier. **Receipt by mail room or any other Department than ITSA is *not* considered receipt.**

2.3 Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

2.4 Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All manual signatures must have the name typed directly under the line of the signature.
4. The above requirements apply to all RFP addenda.

June 28th, 2019

2.5 Statement of No Proposal

If you **DO NOT** intend to bid on this proposal, please complete and return this form as soon as possible. Your response will assist us in evaluating all responses for this important project and improve our bid solicitation process.

- Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- Specifications are unclear (explain below)
- We are unable to meet specifications
- Insufficient time to respond to this request for proposal
- Our schedule would not permit us to perform the requested services
- We are unable to meet the bond requirements
- We are unable to meet the insurance requirements
- We do not offer a complete solution
- We do not compete in this geographic area
- Other: _____

Remarks: _____

Signed: _____ Name: _____

Title: _____ Date: _____

Firm Name: _____

Phone: _____ Fax: _____

Address: _____

2.6 Prohibited Contact

Except as provided in section 2.7 below, any direct contact, either oral or written, between any consultant, Respondent or supplier under consideration by any selection committee and any member of the selection committee following the formation of the committee and during the committee's consideration of the proposal may render the process invalid or disqualify the consultant, Respondent or supplier if, in the opinion of the chair of the committee, the contact was intended to influence the outcome of the selection process.

2.7 RFP Clarifications and Questions

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum which will be issued and posted on the City website (see link below). Failure on the part of the prospective proposal responder to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Respondent will acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever will be given.

All inquiries regarding this proposal must be **emailed** with a subject line of "RFP 127-20RFP-01 ERP Software" to by **August 2nd, 2019 at 12:00pm CST**:

Lynn Visintine
Executive Secretary
visintin@stlouis-mo.gov

Responses to inquiries will be posted to the City website as quickly as possible after receipt, with all posted by **August 7th at 5:00 pm CST**. Responses to questions will be posted on City website <https://www.stlouis-mo.gov/government/procurement/index.cfm>.

2.8 Respondent Pre-Proposal Meeting

A non-mandatory Respondent pre-proposal meeting will be held on **July 24th, 2019** from **10:00am to 12:00pm CST** at:

1520 Market Street Suite #3005
St. Louis MO 63103

Teleconferencing will be available with the following number: Conference #: 1 646.876.9923, Meeting ID: 211 082 159.

If you are unable to attend, please see section 2.7 for RFP clarification and questions.

2.9 Consideration of Proposals

Proposals on "equal" will be considered, provided that the Respondent states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate that character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements but which may comply substantially therewith.

2.10 Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to the qualified proposal responder based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the City at its sole discretion. The City reserves the right to waive any informalities or irregularities in proposals. The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the selection committee.

2.11 Advice of Omission or Misstatement

In the event it is evident to a Respondent responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Respondent shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

2.12 Confidential Information

Information contained in the Respondent's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Respondent's proposal for the City's purposes. Respondent proposals shall remain confidential until the City executes contract(s). The Respondent understands that any material supplied to the City may be subject to public disclosure under the Freedom of Information Act and Missouri Sunshine Law.

2.13 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the City.

2.14 Award of Contract

The Respondent shall be deemed as having been awarded a contract when the formal notice of acceptance of the Respondent's proposal has been duly served upon the intended awardee by an authorized agent of the City. Note that the successful Respondent, at the time of contract execution, must be licensed to do business in the City of St. Louis and be current on any City of St. Louis Business License and Taxes, if applicable.

2.15 Tax Exempt Status

The City is exempt from paying sales taxes. The City's Federal Taxpayer ID No. is 43-6003231. City is exempt from federal excise tax. All prices should be quoted FOB Destination (St. Louis, MO).

2.16 Reserved Rights

The City reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of the City, best meets the City's needs. The City also reserves the right to negotiate with potential Respondents so that the City of St. Louis, Missouri's best interests are served.

2.17 Advertising

Respondent shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

2.18 Trademarks

The City warrants that all trademarks the City requests the Respondent to affix to articles purchased are those owned by the City and it is understood that the Respondent shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

2.19 Right to Request Additional Information

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.20 Right of Refusal

The City reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various Respondent proposals, based on the best interests of the City.

2.21 Proposal Preparation Costs

The Respondent is responsible for any and all costs incurred by the Respondent or his/her subcontractors in responding to this request for proposal.

2.22 System Design Costs

The successful Respondent shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal. No fees or charges will be paid if they are not included in the final agreement.

2.23 Pricing Eligibility Period

All Respondent proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by Respondent during the 180 day time period following the time and date designated for the receipt of proposals. It is the City's intent to procure that software solution that meets that long term criteria of the City. The City, during the course of the selection process may decide to purchase a subset of the Respondent's proposal components with the initial contract. The City requires that Respondents agree for a period of five (5) years from the date of the Respondent's proposal to honor software and services pricing established within the Respondent's proposal response for Respondent proposed components which are not included in the City's initial purchase. The price of the proposed components can only be increased by the Respondent during such time period by an amount equal to the annual CPI-U adjustment for the Midwest region or 3%, whichever is less.

2.24 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Respondent travel charges.

2.25 Turnkey Solution

All prices quoted must include all hardware equipment, software and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The City reserves the right to purchase hardware separately.

2.26 Purchase Quantities

The City reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

2.27 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Respondents that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

The City reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the City.

2.28 Prohibition of Off-Shore Services

All services provided by the Respondent must be done by resources located in the United States. At no time can the Respondent provide a service done by off-shore resources, or store City data on hardware outside of the United States.

2.29 Living Wage Policy

The St. Louis Living Wage Ordinance #65597 and associated regulations apply to the service for which proposals are being sought herein. This ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful proponent and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached "Living Wage Bulletin" and, if the rates are adjusted during the term of the contract pursuant to the ordinance, applicable rates after such adjustment is made.

Each proposal must include the attached “Living Wage Acknowledgement and Acceptance Declaration” with the proposal. Failure to submit this Declaration with the proposal will result in rejection of the proposal. A successful proponent’s failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations. (See Section 6.5)

2.30 Employment of Unauthorized Aliens Prohibited

As a condition for the award of this Contract a firm shall be required, pursuant to Sections 285.530 through 285.555 of the Revised Statutes of Missouri, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this project. A firm shall be required to sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this project pursuant to the above.

2.31 Insurance Requirements

The City will require the finalist Respondent to retain insurance coverage in amounts and kinds to be negotiated with the finalist. Please refer to the sample minimum contract terms and conditions in section 5.

3 **Proposal Response Format**

To facilitate the analysis of responses to this RFP, the Respondent is required to prepare their proposals in accordance with the instructions outlined in this section. **Respondents must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection. For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.**

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
1	Executive Summary
2	Company Background
3	Application Software
4	Technical Requirements
5	Respondent Hosted Option
6	Implementation Plan
7	Staffing Plan
8	Ongoing Support Services
9	Functional System Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Cost Proposal
15	Addenda

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the Respondent's proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

3.1 Executive Summary (Proposal Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

3.2 Company Background (Proposal Section 2)

In addition to providing responses to the following items, the Respondent must complete the **Company Background Form** in **section 6.7** of this RFP.

Respondents must provide information about their company so that the City can evaluate the Respondent's stability and ability to support the commitments set forth in response to the RFP. Information that Respondents should provide in this section are as follows:

1. The company's background including a brief description (*e.g.*, past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past two (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Respondent proposal response.
4. If the Respondent is proposing to use subcontractors on this project, please provide the following for each subcontractor (a complete list of subcontractors is required):
 - a. Company Background Form
 - b. Specific services and/or products that the subcontractor will be providing on the project
 - c. a response to #1 and #2 in this section 3.2

3.3 Application Software (Proposal Section 3)

As the City is contemplating its technical system deployment strategy (City-hosted versus private or public vendor-hosted solution), aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

The Respondent is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Respondent's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Respondent.
5. For third party products proposed that are integrated with the Respondent's solution provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software Respondent's solution,
 - b. Extent to which this third-party product is integrated with the Respondent's solution.

3.4 Technical Requirements (Proposal Section 4)

The Respondent shall provide the information described in this section. The information will be used in the evaluation process. In addition to providing responses to the following items, the Respondent must complete the **Technical Requirements Form** in **section 6.8** of this RFP, and include it in this section of the response.

As the City is contemplating its technical system deployment strategy (City-hosted versus private or public Respondent-hosted solution), aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

1. Hardware and Storage Environment
 - a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the City, application modules, database size, and anticipated growth, must be provided.
 - b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server

technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what vendors you partner with or recommend and/or support.

- c. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, vendors, invoices, etc.)

3.5 Respondent Hosted Option (Proposal Section 5)

Response to this section is optional. Respondents will not be penalized for lack of response to this section, unless proposing a Vendor-Hosted solution. If this section is applicable, in addition to providing responses to the following items, the Respondent must complete the **Respondent Hosting Form** in **section 6.9** of this RFP, and include it in this section of the response.

1. Please describe your **vendor hosted model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the City's network and bandwidth, and any partners that may be involved in service delivery. Will your organization host the solution or will this be managed by a third party?
2. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
3. Please describe your **support model**, including: cost structure for support calls.
4. Please describe your **data center and storage facilities**, including: location of data center(s), staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
5. Please describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
6. Please describe your **disaster recovery** protocols. Please indicate how you define a disaster.
7. Please describe your **change management**, upgrade, and patch management policies & practices?
8. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
9. Describe how you will help the City move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
10. Please provide a copy of your most recent **SSAE 18 SOC2 Type 2 audit**.
11. Please provide a copy of your **Security Incident Response Plan**.
12. Describe **how City data will be extracted** and returned to the City at termination of hosting agreement.

3.6 Implementation Plan (Proposal Section 6)

The Respondent is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

The Respondent should not be constrained to only include the above items in the Respondent's proposal response if the Respondent feels that additional elements may add value to the overall implementation. The City requests that the Respondent provide their project plan in a PDF format as part of the proposal response.

It is expected that the Respondent will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Respondents proposed implementation plan are included in the following subsections.

As the City is contemplating its technical system deployment strategy (City-hosted versus private or public vendor-hosted solution), aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches.

3.6.1 General Implementation Approach (Section 6.1)

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.

2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time.

Any unique tools, techniques or methods that you use should be described in this section.

3.6.2 Project Management Approach (Section 6.2)

In addition to providing responses to the following items, the Respondent must complete the **Project Management Approach Form** in **section 6.10** of this RFP, and include it in this section of the response.

The City expects the Respondent to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the City's project management team. It is expected that this project manager will be "on the ground" as appropriate to team with the City's project management team. This project manager can be an employee of the Respondent or a partner of the Respondent. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the City employs a project management approach that is based on the Project Management Institute's project management body of knowledge (PMBOK). The City would expect responding Respondents to adhere to such standards as part of the project.

Provide an overall description of the Respondent project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

3.6.3 Hardware, Software and Storage Design and Installation Consulting (Section 6.3)

The City usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Respondent is expected to specify, furnish, deliver, install and support all application and system software that may include pre-installing or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

Additionally, the City expects the selected Respondent to conduct a test of the system backup and recovery solution prior to go-live.

3.6.4 Data Conversion Plan (Section 6.4)

It is anticipated that data conversion will occur when migrating to the new application. The Respondent is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Respondent will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

1. Describe your general approach towards data conversion and how you would work with the City to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

3.6.5 Report Development (Section 6.5)

For specific reporting requirements, it is anticipated that the Respondent will take the lead on developing any reports required as part of the initial deployment of the system. The Respondent is expected to provide specialized knowledge and information to the City staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc. In addition to providing responses to the following items, the Respondent must complete the **Report Development Form** in **section 6.11** of this RFP, and include it in this section of the response.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,
2. Methods for the City to identify, specify, and develop required custom City reports during the implementation and a method for the City to create reports post implementation.

3.6.6 Integrations and Interfaces (Section 6.6)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another. Existing City interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated ERP System.

The Microsoft Excel pricing sheet contains a listing of current and/or desired application interfaces. Please provide pricing for interface development in the associated Microsoft Excel pricing spreadsheet.

In addition to completion of the Microsoft Excel pricing sheet:

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the City's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the City.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?
6. The Microsoft Excel pricing spreadsheet contains a listing of current and/or desired City application interfaces and their likely need in a future integrated environment. Provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet

3.6.7 Training (Section 6.7)

In addition to providing responses to the following items, the Respondent must complete the **Training Form** in **section 6.12** of this RFP, and include it in this section of the response.

The City intends to explore the advantages, disadvantages and related costs of two implementation training approaches:

1. **End User Training Approach:** All end-user and technical training will be performed on-site through implementation and be performed by the Respondent.
 - a. End user implementation training will be provided by the Respondent and include joint participation by the relevant City process owner team lead supporting the process area in the new software system.
 - b. Technical Implementation training will include training for City IT staff on the technologies required to support the new ERP system.
2. **Train the Trainer Approach:** The Respondent will incorporate a "train the trainer" approach where only key City team leads will be trained through implementation on their modules and then they will train the remainder of the City staff in their respective areas.
 - a. There would be roughly 4-6 subject matter experts (SME's) for each module including one team lead. This training would be provided at a City facility.

- b. Training materials supplied by the Respondent would be used by SME's and team leads for training their staff.
- c. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
- d. Technical implementation training will include training only key IT staff (4-6 key IT staff) to support the new system.

The Respondent should provide an overall description of **both** training methods, including the following:

- General timeframes in which both types of training will be conducted
- The Respondent must list the nature, level, and amount of training to be provided for both options in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
 - Other staff (e.g., executive level administrative staff)

3.6.8 Change Management Approach (Section 6.8)

The City recognizes that a movement from the current environment to a new solution will present change management challenges. The Respondent should clearly identify their approach towards Change Management including any unique approaches or tools that will be used.

3.6.9 Testing (Section 6.9)

The Respondent should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to such testing:

- a. System testing
- b. Integration testing
- c. Stress/performance testing
- d. User acceptance testing (UAT)

3.6.10 Operational Redesign (Section 6.10)

With the deployment of a new application, the City wishes to take advantage of capabilities within the software that provide support for operational improvements. Respondents are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

In addition, please describe your organization's capabilities to assist in a Citywide redesign of the chart of accounts to best leverage the capabilities of the system in order to meet the City's overall financial tracking and reporting objectives.

3.6.11 System Documentation and Manuals (Section 6.11)

The Respondent is expected to provide user manuals and online help for use by the City as part of the initial training and on-going operational support. Additionally, the Respondent is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

3.6.12 Disaster Recovery Plan (Section 6.12)

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

3.6.13 Knowledge Transfer (Section 6.13)

The Respondent should describe their process for ensuring that a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Respondent implementation engagement is complete.

3.7 Staffing Plan (Proposal Section 7)

In addition to providing responses to the following items, the Respondent must complete the **Staffing Plan Form** in **section 6.13** of this RFP and include it in this section of the response.

1. The Respondent must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Respondent is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for City staff involvement during the project (for both a City-hosted and Respondent-hosted solution). Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

3.8 Ongoing Support Services (Proposal Section 8)

In addition to providing responses to the following items, the Respondent must complete the **Ongoing Support Services Form** in **section 6.14** of this RFP, and include it in this section of the response.

1. Please specify the nature and conditions of any post-implementation support options including:
 - a. Post-go live support that is included in the proposal response
 - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
 - c. Telephone support,
 - d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
 - e. Toll-free support line
 - f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?)
 - g. Online user community / knowledgebase (i.e. – how it is accessed, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

3.9 Functional System Requirements (Proposal Section 9)

Responses to the requirements referenced in section 4 of this RFP must be provided in this section of the Respondent's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary. Please include any costs associated with modifications in the Microsoft Excel pricing spreadsheet. **Please note: The response to these requirements should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.**

3.10 Client References (Proposal Section 10)

The Respondent must provide (up to five) references from City clients that are similar in size (100K employees and above) and complexity to the City. The format for completing the Respondent references is provided in **section 6.15** of this document. In addition, the City requests a listing of all municipal clients. If possible, at least one of these references should be a Respondent-hosted solution.

3.11 License and Maintenance Agreements (Proposal Section 11)

Sample license and maintenance agreements must be provided in this part of the Respondent's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

3.12 Exceptions and Deviations (Proposal Section 12)

If the Respondent finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Respondent in submitting a proposal, will accept this stipulation without recourse.

3.13 Other Required Forms and Attachments (Proposal Section 13)

Please provide all other required forms in this section:

- a. Proposal Signature Form
- b. Non-Collusion Affidavit
- c. Minimum Criteria
- d. Living Wage
- e. Employment of Unauthorized Aliens affidavit
- f. Company Background Form
- g. Technical Requirements Form
- h. Respondent Hosting Form
- i. Project Management Approach Form
- j. Report Development Form
- k. Training Form
- l. Staffing Plan Form
- m. Ongoing Support Services Form
- n. Client Reference Form
- o. Pricing Forms
- p. For Respondents who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 18 Type 2 audit

3.14 Cost Proposal (Proposal Section 14)

Costs for the Respondent's proposed solution should be submitted on the proposal pricing forms provided in the associated Microsoft Excel pricing spreadsheet. Pricing forms should remain in the original Excel format.

- The City will not consider time and materials pricing. Respondents shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
 - The Respondent shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
 - If any lump sum amounts are provided, Respondents should indicate in the comments sections what the lump sum consists of.
 - In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
 - In the event the product or service is not being included in the Respondent proposal, the item should be noted as "No Bid".
- Respondents shall provide all pricing alternatives in these cost sheets.
 - Respondent shall provide prices in U.S. dollars.
- Respondent shall make clear the rationale and basis of calculation for all fees.
- Respondents shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.
- **Please note: Pricing workbook should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.**

In presenting software license fees, the Respondent shall:

- Explain all factors that could affect licensing or subscription fees;
- Make clear what type of license is offered for each price (all funds budget, number of employees, named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, Respondents shall show any applicable discounts separately from the prices for products and services.

The City prefers that Respondents provide separate prices for each item in the proposed solution. However, the Respondent is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City.

The City reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

As the City is contemplating its technical system deployment strategy (City-hosted versus private or public Respondent-hosted solution), the City is requesting proposals to include detailed information regarding the Respondents hosting and licensing options. If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model.

3.15 Addenda (Proposal Section 15)

Include all original, signed copies of addenda in this section.

4 Functional Requirements

4.1 Introduction

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the City in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Identified in the attached Excel spreadsheet are a number of requirements that must be addressed by the Respondent's proposal.

These requirements are considered mandatory in implementing the complete solution as defined in section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the City's current and future data needs. Respondents must replace cells A1:G1 in the first module (General and Technical Requirements) with the Respondent's **Company Name** which will be repeated and printed for each subsequent module. The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the City:

“R” – Required:	This would be a feature that the City already has and uses in its current software or, alternatively, is available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.).
“D” – Desired:	This is a feature that the City would like in the new system that is not currently being tracked or is not existing functionality.
“O” – Optional:	This would be a feature that, while of interest, is not applicable at this time or something that could be a future deployment.

Each Respondent should review the specifications and reports listed in each subsection and respond as to their availability within the Respondent's software system. The responses should be entered under the **“Availability”** column of each form as follows:

Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Respondent from the primary software Respondent). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through modification / customization to the application, including creation of a new workflow or development of a custom interface that may have an impact on future upgradability.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
N	Functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost to be incurred by the City to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name / software module) is proposed. The cells D10:G10 in the form which currently read “*Replace this text with the primary product name(s) which satisfy requirements*” must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automated values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

Respondents proposing a multi-product solution should complete a General and Technical module specification response for each product.

5 Contract Terms & Conditions

The contractual terms and conditions will be fully negotiated after a Respondent is selected by the City of St. Louis, MO (the “Client”). Responses to the contract terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract between the Client and the Respondent (the “Agreement”). For purposes of these terms and conditions, the term “Contractor” means the finalist Respondent selected to enter into contract negotiations with the City for the ERP solution and services described in this RFP and all such terms shall apply to any subcontractor of the Contractor. Use of the term “Exhibit <##>” throughout these contract terms refers to supplemental documents that the City expects will be included in the final contract package. Exceptions must be explicitly noted in the Respondent Proposals using the checklist forms provided in Attachment ERP System Solution and Services - Respondent Forms.docx of the RFP. Lack of exceptions listed on the checklist forms shall be considered acceptance of all of the terms and conditions as presented in this RFP.

5.1 Scope of Agreement

Client agrees to [license][subscribe to] the software detailed in Exhibit <##> (“Software”) and receive the services detailed in the Statement of Work detailed in Exhibit <##> (“Services”). Contractor agrees to provide Software and Services (the “Solution”), subject to the terms and conditions stated in this Agreement including all Exhibits. Payment for such services shall be per Exhibit <##> and shall not exceed the total amount included in Exhibit <##> without the prior written consent of Client. The Client, without prior and mutual written agreement, will incur no other service costs. The service costs in Exhibit <##> are inclusive of all services described in the Statement of Work included as Exhibit <##>. Client agrees to provide server, desktop and other hardware and configuration based on Contractor’s recommendation per Exhibit <##>.

5.2 Incorporation by Reference

The Contractor shall supply Software and Services adequate to accomplish the requirements as set forth in the Request for Proposal and the Contractor’s response to the Request for Proposal provided herein as Exhibit <##> and Exhibit <##>, respectively (“Contract Documents”) and Contractor’s Documentation. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the Contract Documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the Contract Documents, that all terms, conditions and offers presented in the Contractor's proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

5.3 Entire Agreement Clause

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Client and Contractor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

5.4 Applicable and Governing Law Clause

The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Missouri. All duties of either party shall be legally performable in the State of Missouri. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Missouri, and the forum and venue for such disputes shall be the City of St. Louis, MO.

5.5 Wording Conflicts

Should there be a conflict in wording between the Agreement and Contractor's RFP response, the Agreement shall prevail.

5.6 Standard Forms and Contracts

Any forms and contracts the Contractor(s) proposes to include as part of any agreement resulting from this proposal response between the Contractor(s) and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form contract submitted by a Contractor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, third party licenses and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the Contractor, if doing so is deemed in the best interest of the Client.

5.7 Term and Termination Clause

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within 20 business days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party 90 days written notice. Notwithstanding the foregoing, due to lack of funding, the Client may at any time during the life of this Agreement, terminate same by giving 120 days' notice in writing via certified mail to Contractor. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Contractor and shall not be dismissed within 120 days, or if the

Contractor shall take advantage of any insolvency law, or if a receiver or trustee of the Contractor's property shall be appointed and such appointment shall not be vacated within 120 days, the Client shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving 120 days' notice in writing of such termination.

5.8 Indemnification

A. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and defend the Client and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in any way from Contractor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Contractor, subcontractor, or construction manager, or to injury to or destruction of tangible property including loss of use resulting there from, but only if caused in whole or in part by a negligent act or omission of the Contractor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Contractor shall not be obligated to hold harmless, indemnify, or defend the Client or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.

B. Contractor shall assume the defense of the Client pursuant to the provisions of the paragraph above within 20 days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the Client for enforcement of its rights under the paragraph above between the time by which Contractor should have assumed the Client defense and the time when Contractor assumes the Client's defense shall be reimbursed by Contractor. Any legal cost or expense, including attorney's fees, incurred by the Client in the successful prosecution of any litigation or arbitration seeking to enforce the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Contractor.

Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the Client.

5.9 Insurance

The Contractor must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the Client receives good and clear title. In defining insurance coverage, the Contractor shall secure full replacement value for the system without the requirement that the Client be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Contractor shall be used to secure replacement equipment for the Client.

The Client, at its option, may require the Contractor to provide certificates describing, to the satisfaction of the Client, evidence of proper (as required by the state of Missouri) workers compensation and liability insurance for all Contractor staff and representatives involved in the provision of Services by Contractor. **The Client shall be named as a primary additional insured without any contribution from any insurance or self-insurance of Client, unless prohibited by Missouri Statutes.**

The Contractor agrees to hold harmless and defend the Client and its agents, officials and employees from any liability, claim, or injury related to or caused by fault or negligence of Contractor employees or subcontractors. In order to demonstrate this responsibility, the Contractor shall furnish the Client with evidence of valid commercial general liability insurance coverage in the amount of \$1,000,000 for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from shipping, installation, operation, or removal of the proposed automated system. The insurance policy shall make clear this coverage of the Client installation. The Client shall be named as a primary additional insured without any contribution from any insurance or self-insurance of Client, unless prohibited by Missouri Statutes. The insurance policy shall be initiated prior to the installation of the system and maintained until Final Acceptance of the system by the Client according to the prescribed procedures. The Contractor shall furnish to the Client a copy of the insurance policy and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless 90days prior written notice is given to the Client by registered or certified mail shall be included.

5.10 Insurance Coverage

As a condition of performing work for the Client, Contractor must provide satisfactory evidence of insurance coverage as follows:

- A. Commercial general liability of at least \$1,000,000.00;
- B. A minimum umbrella policy of \$5,000,000.00;
- C. Professional Liability or Errors and Omissions Insurance with the provision to purchase an unlimited tail and a limit of \$1,000,000.00.
- D. Statutory workers compensation with \$1,000,000.00 of Employers Liability for all sections.

The coverage shall be the minimum amounts and shall not be diminished during the term of this Agreement and the Contractor shall provide copies of all certificates of insurance to the satisfaction of the Client as to coverage and content and shall maintain such coverages for at least two years from the completion of the Services associated with this Agreement.

Other Requirements

Evidence of insurance coverage, required herein, is to be provided to us in ACORD Certificate Form 25 or 25-S or an equivalent form and must indicate:

- A. That Commercial General Liability insurance policy includes coverage for item specified in 10.A above.
- B. A Best's rating for each insurance carrier at B+VII or better.
- C. That the insurance company will provide 30 days written notice of cancellation to the certificate holder and other words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.
- D. That the Client is additional insured on the General Liability policy certified.

Insurance Options

General Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.

Notify Your Insurance Agent

Contractor may prevent unnecessary follow up resulting from incomplete insurance certificates, by sending or faxing a copy of these insurance requirements to Contractor's agent when requesting an insurance certificate.

5.11 Limitation of Liability

- A. Limitations. If Client should become entitled to claim damages from Contractor for any reason (including without limitation, for breach of contract, breach of warranty, negligence, other tort claim, or replacement of a solution), Contractor will be liable only for the amount of Client's actual direct damages. In no event, however, will Contractor be liable to Client (in the aggregate for all claims made) for more than:
 - a. 3 times the Value of the Agreement to the extent the Client's actual direct damages are a result of the failure to gain Conditional Acceptance of phases or milestones as defined in the Project Schedule or Final Acceptance of the Solution as a whole up until Client's Conditional Acceptance or Final Acceptance of the Solution, as the case may be; or,
 - b. Following Final Acceptance of the Solution, 3 times the Value of the Agreement for the Client's actual direct damages that are a result of any other claim brought under the Agreement that arises thereafter.
 - c. For avoidance of doubt: (a) "Value of the Agreement" shall mean the one-time charges hereunder for Services and Software licenses, but excluding ongoing charges such as

maintenance, (b) failure to gain Conditional Acceptance does not include a decision by the Client to not put the Software in production following successful User Acceptance Testing, and (c) at no point will clause (i) and (ii) be cumulative; 3 times the Value of the Agreement will apply through Final Acceptance, and thereafter will be reduced to 2 times the Value of the Agreement.

- B. **No Liability for Certain Damages.** In no event will Contractor or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by Contractor under the Agreement be liable for: (i) any damages arising out of or related to the failure of Client or its suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by the indemnification obligations stated herein; or (iii) any consequential, incidental, indirect, exemplary or punitive damages, even if Contractor has been advised of the possibility of such damages.
- C. **Exclusions from Limitation; Survival.** The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to herein. The limitations of liability set forth herein will survive and apply notwithstanding any determination by a court of law that a limited or exclusive remedy for breach of warranty set forth in the Agreement is inadequate. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

5.12 Missouri Sunshine Law

During the course of this ERP software and services engagement, Contractor and Contractor staff may create records, which may or may not be considered public under Missouri's Sunshine Law. Contractor shall not disclose such information to any third party without the prior written consent of the Client. Upon Client's request for public records, Contractor shall not restrict or otherwise inhibit Client from complying with Missouri's Sunshine Law.

5.13 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of

this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to Missouri Sunshine Law requests.

5.14 Title and Confidentiality

Title and full rights to the Software [licensed][subscribed to] under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client may make, remain with Contractor. It is agreed the Software is the proprietary, confidential, trade secret property of Contractor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or subcontractors working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees, agents, and subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to Missouri "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

5.15 Identification of Parties to the Agreement Clause

Both the Contractor and Client shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

5.16 Notices Clause

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or

2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the Client of the notice to an authorized Contractor representative while at Client site.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Contractor	Client
<Contact Title>	<Contact Title>
<Address>	<Address>

5.17 Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement. Under no circumstances, however, shall any party to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Contractor by Client should in no way be interpreted as acceptance of the Software or the waiver of performance requirements.

5.18 Changes in Agreement

The Agreement may be changed only upon the written agreement between Client's <Executive Director> or designee and the Contractor.

5.19 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

5.20 Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Contractor. In the event this order results in depriving the Client of material parts or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon 90 days written prior notice to the Contractor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual [maintenance and support fees] [subscription fees]. The Client shall also not be charged for analysis, investigation, or implementation of such compliance beyond the cost of the annual [maintenance and support fees] [subscription fees].

5.21 Assignments

Client and the Contractor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Contractor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or any rights, title, or interest created by the Agreement without the prior consent and written approval of the Client's Executive Director> or designee and the Contractor.

5.22 Contractor as Independent Contractor

It is expressly agreed that the Contractor is an independent contractor and not an agent of Client. The Contractor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client. The relationship of the Contractor to the Client shall be that of independent no principal agent of employer-employee relationship is created by the Agreement.

5.23 Advertisement

Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Contractor receives specific written authorization in advance from the Client Contractor will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the Client. Contractor shall not install any signs or other displays within or outside of the Client's premises unless in each instance the prior written approval of the Client's <Executive Director> has been obtained. However, nothing in this clause shall preclude Contractor from listing the Client on its routine client list for matters of reference.

5.24 Pricing

All prices for Contractor's Software and Services hereunder are firm for the term of the Agreement. The Client shall pay Contractor for satisfactory performance of the Software and Services specified in this Agreement, the sums in accordance with Contractor's response to Client's RFP, this Agreement and any related addenda. Client reserves the right to delay the purchase of Software components ("Modules") and related Services. The Modules subject to this price protection are included in Exhibit <##>.

5.25 Right to Withhold Payment

If the Contractor breaches any provision of this Agreement, the Client shall have a right to withhold all payments due to the Contractor until such breach has been fully cured.

5.26 Funding Out

This Agreement shall terminate at such time, if any, that the Board of Aldermen fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due.

5.27 Non-Collusion

Contractor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this Agreement. In addition, Contractor agrees that a duly authorized Contractor representative will sign a non-collusion affidavit, in a form acceptable to Client that Contractor has not received from

Client any incentive or special payments, or considerations not related to the provision of the Software and Services described in this Agreement.

5.28 Conflict of Interest

The Contractor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

5.29 Contractor Merger or Acquisition

In the event that the Contractor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 10 years or until the end of the present Agreement term, whichever is longer.

5.30 Equal Opportunity Employment/Nondiscrimination Policy

It is the policy of the Client that all Contractors who provide goods and services to the Client by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment.

Contractor shall, as a condition of providing Software and Services, as required by law and/or the Client's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, gender identity or expression, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, marital status, or political affiliation.

Where there has been a conclusive finding that Contractor has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, Contractor shall be barred from providing goods and services to the Client for 3 years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Client's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Contractor is providing Software or Services to the Client shall be regarded as a material breach of the Agreement between the Client and the Contractor,

and the Client may terminate such Agreement effective as of the date of delivery of written notification to the Contractor.

Any employee of Contractor providing goods and services to the Client under his Agreement, or any employee of a subcontractor of Contractor providing goods and services to the Client under this Agreement, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by Contractor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any Contractor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to the Client for a period of 3 years from the date of such finding.

5.31 E-Verify Requirement

Contractor shall be E-verify compliant and shall provide documentation to support this requirement within the contract, including the memorandum of understanding (MOU) Exhibit <##>, and the electronic signature page completed in its entirety Exhibit <##>.

5.32 Software

5.32.1 Grant of Right to Use Software

Contractor hereby grants to Client a nonexclusive, nontransferable, [perpetual license][subscription] to use the Software described in Exhibit <##> solely for internal business purposes on a central processing unit owned, leased or otherwise used by Client and/or its designated service provider.

5.32.2 Documentation

Contractor shall deliver to Client 10 complete copies of the user documentation describing the functionality and operation of the Software and technical documentation describing the technical support procedures to assist with the on-going support of the Software (“Documentation”), including an electronic version with the ability to modify to the needs of Client. Contractor agrees that Documentation provided with the Software will be updated to reflect any Customizations contracted by Client with Contractor. Client shall have the right to make as many additional copies of the Documentation for its own use as it may determine.

5.32.3 Software Warranty

- A. Contractor represents and warrants that it has the right to grant the [licenses][subscription] set forth under this Agreement. Contractor further represents and warrants that it has good and marketable title to the Software described herein free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Contractor further represents and warrants that neither the Software in the form delivered by Contractor to Client, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- B. In the event that any third party makes a claim or files a lawsuit challenging Client's right to use the Software, Contractor shall defend and indemnify Client and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. Provided, however, that Contractor shall have the sole and exclusive right to select and retain counsel for Client in connection with the defense thereof, and shall make all decisions relating to the conduct of the Client's defense and any settlement made on behalf of Client. In resolving any such infringement claim, Contractor shall, in its reasonable discretion, either procure a license or other right to enable Client to continue to use the Software or develop or obtain a non-infringing substitute acceptable to Client at Contractor's cost.
- C. Contractor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Contractor marketing literature, and any other communications attached to or referenced in this Agreement.
- D. Contractor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of Client as set forth in the Contract Documents.
- E. Client has: (i) presented detailed technical specifications of the particular purpose for which the Software is intended, (ii) provided detailed descriptions and criteria of how the Software can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the Software has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, Client's particular purpose, Contractor, at the time this Agreement is in force, has (#) reason and opportunity to know the particular purpose for which the Software is required, (#) that Client is relying on Contractor's experience and knowledge of the Software to identify those components which are most suitable and appropriate, and (#)

that Client is relying on Contractor's experience and knowledge to identify the appropriate Services that will assist in making the Software operational. Therefore, Contractor warrants that the Software including all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.

5.32.4 Patents, Copyrights, and Proprietary Rights Indemnification

The Contractor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Contractor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the Services and Software (together the Solution) described in this Agreement. The Client will provide the Contractor with a written notice of any such claim or suit. The Client will also assist the Contractor, in all reasonable ways, in the preparation of information helpful to the Contractor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Contractor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Contractor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any portion of the Software related to the claim and should the Contractor determine not to further appeal the claim issue, at the Client's sole option the Contractor shall provide, at the Contractor's sole expense, the following:

- A. Purchase for the Client the rights to continue using the contested Software or portions thereof which may include purchase of a third party software product, or
- B. Provide substitute software products and related services to the Client which are, in the Client's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Contractor for the Solution subject to the court action. The Contractor shall also pay to the Client all reasonable losses related to the Solution and for all reasonable expenses related to the installation, implementation and conversion to the new Solution.

5.32.5 Unlimited Liability for Software Contractor Infringement

The Contractor will reimburse Client for all costs related to infringement (not “finally awarded”). There shall be no limit of liability on behalf of the Contractor if the Software is determined to be infringing.

5.32.6 Password Security

The Contractor warrants that no ‘back door’ password or other method of remote access into the Software code exists. The Contractor agrees that any and all access to any Software code residing on the Client’s client/server must be granted by the Client to the Contractor, at the Client’s sole discretion.

5.32.7 Software Interfaces

Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Contractor’s recommended database and development tools without voiding the terms or warranties herein.

5.32.8 Source Code Escrow

Contractor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by Contractor at no additional cost to Client). The Source Code shall be kept current with the releases and versions of the Software in live use at the Client. The Source Code shall revert to Client for Client’s use if Contractor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

Contractor will provide appropriate source code to the Client in a timely manner in the event that the Contractor goes out of business or no longer supports the Software being licensed. The same applies if the Contractor is merged or acquired and the Software is no longer supported. Once the Client obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

5.32.9 Right to Outsource

Software [licensed][subscribed] to Client may be used by a third-party Contractor hired by Client to perform outsource services on Client’s behalf.

5.32.10 Use of Software by Personnel Who Are Not Employees

Client's consultants, contractors, external customers, and business partners may access and use the Software under the Client's direction.

5.32.11 Disaster Recovery & Disaster Recovery Testing

There will be no additional software costs to process at another site in the event of a disaster that shuts down the primary location where the Software is hosted or for testing at the disaster recovery site.

5.32.12 Disclaimers and Limitations of Remedies

- A. Except as specifically stated in the Warranty section of this Agreement, the Software is provided "as is" without warranty of any kind, other than expressed or implied herein. In no event shall Contractor be liable for any indirect, special or consequential damages unless as otherwise stated herein, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Contractor or its agent has been advised of the possibility of such damages.
- B. In the event that the parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause herein, that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through the courts of St. Louis City, MO, unless both parties agree to binding arbitration, which shall take place in St. Louis City, MO. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least 10 years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

5.33 Software License

This Software License section is only applicable if a license is granted by the Contractor.

5.33.1 Replication of Software

Client shall not copy Software for any purposes other than for back up, disaster recovery and/or testing.

5.33.2 Risk during Software Installation

Delivery of the Software shall be made in accordance with the Project Schedule referenced as part of this Agreement. Minor variances from this Project Schedule may be permitted subject to a mutual agreement by both parties and confirmed by prior written notice. The Software shall be installed and placed into good working order by representatives of the Contractor. During the time period where the Software is in transit and until the Software is fully installed in good working order, the Contractor and its insurer shall be responsible for the Software and relieve the Client of responsibility for all risk or loss or damage to the Software. In addition, Contractor shall hold the Client and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the Software.

5.33.3 Warranty Pertaining to Hardware Recommendation

Contractor represents and warrants that all Software provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Contractor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system as defined in Exhibit <##> is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

5.33.4 Payment Terms – Software License

It is expected that certain payments will be made to Contractor by Client upon delivery of the Software with additional payments made for Software and Services based on specific project milestones as defined in the Project Schedule.

Contractor shall invoice **Client** for the Total Amount on Exhibits <##> and <##> according to the following payment schedules:

Software License Fees

- 25% Due upon Contract Execution
- 25% Due upon initial Software installation
- 25% Due in installments based upon Conditional Acceptance of each Software Module

- 25% Due upon Final Acceptance

Contractor shall submit to the Client an invoice in a form agreeable to the Client. The invoice shall be accompanied by such supporting documentation as required by the Client.

5.34 Software Maintenance and Support

5.34.1 Extended Services

For as long as Client pays the [maintenance and support][subscription] fees (“Annual Fees”) delineated in Exhibit <##>, Contractor will provide Client with maintenance and support services (“Extended Services”) with respect to the Software. Such Extended Services shall consist of the following:

- A. Contractor shall provide maintenance for the Software necessary to insure its operation in material conformance with all Documentation, Contract Documents and all representations and warranties set forth herein.
- B. Contractor shall provide Client with any revisions, updates and enhancements of the Software, together with related documentation, during the period in which enhancement and support services under this Agreement are furnished.
- C. Contractor agrees that the rates specified for Extended Services shall remain in effect for a period of minimally two (#) years from initial contract signing.
- D. Contractor agrees not to assign its Extended Services obligations as contemplated herein, without prior written authorization of Client, which will not be unreasonably withheld. Contractor will not utilize subcontractors for any Extended Services provided herein without the express written authorization of Client.

5.34.2 Annual Fees

Annual Fees shall not be increased by an annual average percentage greater than the annual Consumer Price Index (CPI) for the Midwest region or 3%, whichever is less, for as long as Annual Fees are paid and this agreement between the Client and the Contractor is in effect.

Contractor agrees to send an itemized invoice to the Client at least 90 days before Extended Services is up for renewal.

5.34.3 Resolution and Response Time Warranty

Contractor warrants that all Resolution and Response Times delineated below shall be adhered to as follows:

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within 2 business hours.
- Resolution time limit – Contractor shall use its best efforts to resolve within 1 business day.
- If Contractor and Client are on a support telephone call to resolve a Priority 1 support issue at the time that normal support hours end, Contractor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a 10% credit against the Annual Fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within 4 business hours.
- Resolution time limit – Contractor shall use its best efforts to resolve within 2 business days.
- Penalty for not adhering to time limits - Client shall receive a 10% credit against the Annual Fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within 12 business hours.
- Resolution time limit – Contractor shall use its best efforts to resolve within 4 business days.
- Penalty for not adhering to time limits - Client shall receive a 10% credit against the Annual Fees, per incident.

5.34.4 Termination of Annual Maintenance and Support

Client may cancel Extended Services upon 90 day notification to the Contractor.

Extended Services may be reinstated by the Client at an amount not to exceed the back fees that would have been due if Extended Services had not been dropped. In the event of reinstatement of Extended Services, the Client shall not be forced to move to a new [license][subscription] model.

The Contractor shall give the Client at least 6 months' notice before unilaterally canceling Extended Services. In addition, the Contractor shall continue to support the Software as long as it is supporting such Software for other customers of Contractor.

5.34.5 Federally and State Mandated Changes

Contractor shall supply Client with all federally and state mandated changes to Contractor's Software. Contractor will make a good faith effort to provide Client with these changes within 90 days of their enactment dates prescribed by the aforementioned bodies. In the event that Contractor is unable to supply these changes within 90 days of the enactment, Client will be credited a prorated share of the Annual Fees for every week Contractor is tardy in delivering the required change.

5.34.6 Future Releases/Upgrades

Client shall be entitled to future releases and upgrades, whether of a "minor" or major" nature, of Software for no additional cost beyond the Annual Fees delineated in Exhibit <##>.

5.34.7 Solution Longevity

The Contractor certifies that the Software will remain available and fully supported by Contractor for a minimum of 5 years from the date the Agreement is signed and that any material changes to Contractor's company or products will not affect the Client's implementation or Extended Services of the Software as long as Client pays the Annual Fees.

5.34.8 Successor Software Products

In the event Contractor makes available successor software products with substantially similar functionality as the Software which may be based on a new technical architecture ("Successor Products") within 10 years of contract signing, Client may transfer the [license][subscription] for the Software to the Successor Products for no additional Contractor [license][subscription] fees. In such event, Client shall pay the then-current Annual Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

5.34.9 Functionality Replacement

The Client maintains the rights to the Software functionality that is [licensed][subscribed to] herein, even if that functionality later gets renamed or rebundled by Contractor.

5.34.10 Continuity of Warranty

Client may continue the Software Warranty protection by purchasing and paying for Extended Services described herein. By doing so, all Software Warranty, and Resolution and Response Time Warranty conditions included herein shall remain in effect, in perpetuity, as long as payments for Annual Fees are kept current.

5.34.11 Payment Terms – Annual Fees

Contractor shall invoice **Client** for the Total Amount on Exhibits <##> and <##> according to the following payment schedule:

Annual Fees

- First year Annual Fees due upon Final Acceptance, to cover Final Acceptance date through end of the calendar year.
- Subsequent Annual Fees due annually to cover January 1st through December 31st of that year.

Contractor shall submit to the Client an invoice in a form agreeable to the Client. The invoice shall be accompanied by such supporting documentation as required by the Client.

5.35 Professional Services

5.35.1 Intellectual Property

All information, data, programs, publications and media created specifically for and paid for by the Client or as a result of the Services identified in this Agreement is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement.

5.35.2 Contract Extension

If Contractor anticipates missing a milestone date identified in the Project Schedule, then Contractor must notify Client immediately so that a mutually acceptable revised milestone date can be agreed to. Such revisions will not alleviate Client's right to Liquidated Damages in the event such a delay is caused by Contractor resulting in a delay of the Go Live date as defined in Project Schedule.

5.35.3 Subcontractors

Contractors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain written prior approval from the Client for activities or duties to take place at the Client site. In using subcontractors, the Contractor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Contractor.

5.35.4 Control of Sub-Contractor, Project Team and Project Manager Designation

The Contractor understands that the successful installation, testing, and operation of the Software that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Contractor shall designate a single representative to act as an ex-officio

member of the Client's project management team ("Project Manager") and who shall have the authority to act on behalf of the Contractor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Project Manager, and staff assigned to Client by Contractor ("Designated Staff"). In the event that a Designated Staff of the Contractor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Contractor agrees to remove such person from the project. In the event of such a removal, the Contractor shall, within 30 days, fill this representative vacancy as described above. Regardless of whom the Contractor has designated to fill this representative vacancy, the Contractor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.35.5 Project Schedule and Acceptance

Contractor will develop a detailed project schedule that details both Contractor and Client's responsibilities, timeline for project activities, phases, milestones, and deliverables ("Project Schedule") in connection with Contractor's performance of the Services. The Project Schedule should be in sufficient detail to specify the deliverables, conversion, training, testing, acceptance, configuration, modification, integration, and live operation activities. Both Contractor and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within 30 days of the date the Agreement is signed by both parties ("Effective Date"). In the event Contractor is unable to provide the Project Schedule within 30 days, Client will have at its option, the ability to terminate the Agreement and obtain all fees paid to Contractor. The Project Schedule will also include the criteria by which the software will be tested and accepted by Client.

5.35.6 Programming Services

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writing, etc., services from Contractor ("Customizations"). Contractor agrees to provide a written Change Order describing the work to be performed and estimating the costs for Client approval before any work is initiated by Contractor. Contractor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates will be paid by Client unless approved in writing in advance of fee incurrence. All Customizations shall be subject to Acceptance Testing before payment is released by the Client. Acceptance of the Customizations resulting from each Change Order shall be per the Acceptance Testing clause herein.

5.35.7 Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- A. Written Deliverable: Contractor may submit interim drafts (stamped, noted or otherwise clearly marked “Draft”) of a written deliverable to Client for review. Client agrees to review and provide comments to Contractor on each interim draft within 5 business days after receiving it from Contractor. Client will have the opportunity to review the written deliverable for an acceptance period of 5 business days after delivery of the final version (stamped, noted or otherwise clearly marked “Final Draft”) of the written deliverable (the “Acceptance Period”). Client agrees to notify Contractor in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Contractor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Contractor does not receive any such deficiency notice from Client by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked “Approved” and dated will be provided to Client. If Client delivers to Contractor a timely notice of deficiencies and the items specified in the notice are deficiencies, Contractor will promptly correct the described deficiencies and return to Client for Acceptance. Client will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Contractor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Client and date returned.

- B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether each component of the Software combined with related Services delivered by Contractor (“Software Deliverable”) performs the functions described in the Contract Documents and to discover and remove material deviations where the Software Deliverable does not substantially perform the functions described in the Contract Documents (“Defects”) through repeated testing cycles. In the event of conflicts between Contract Documents and Application Software Documentation the Contract Documents will prevail.

Contractor will work with the Client and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested Software Deliverable and to test each Software Deliverable (the “Acceptance Tests” or “Acceptance Testing”).

1. The “Acceptance Test Period” for each Software Deliverable will be 10 business days unless an alternate time is mutually agreed upon between Contractor and Client per the Project Schedule. The Acceptance Test Period for each Software Deliverable will start within 3 business days, unless an alternate start date is mutually agreed upon by Contractor and Client per the Project Schedule, after the Software Deliverable is installed at Client’s designated site and Contractor has successfully completed Contractor’s installation test and notified Client that the Software deliverable is “Ready for Acceptance Testing.” Contractor will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment.
 2. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Defect, Client will promptly send Contractor a written notice reporting the alleged Defect describing it to Contractor in sufficient detail reasonably necessary for Contractor to recreate it. Contractor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to Client for re-testing. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Contractor. In such a case, Contractor and Client will mutually agree upon an updated Acceptance Test Period.
 3. By the end of the Acceptance Testing Period Client will provide Contractor with a final written list reporting any outstanding Defects (the “Punch List”). Client will then have 10 business days after the receipt of the modifications to re-test the modified Software Deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, Client will provide Contractor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this section will be repeated for the remaining Defects on the Punch List.
 4. Contractor and Client each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.
- C. “User Acceptance Testing” shall mean testing of each Phase identified in the Project Schedule using the process defined above for Software Deliverable.
- D. “Conditional Acceptance” will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the

Acceptance Test Period for User Acceptance Testing will be 30 calendar days, Contractor and Client will work diligently to put the Phase into Go Live operations.

- E. “Final Acceptance” involves use of the Solution in totality in production operations for a period of 10 calendar days, provision of all Services by Contractor, and completion of the Phases and/or the Software previously tested and meeting Conditional Acceptance. If after 10 calendar days the Solution performs without Defects, the Client and the Contractor will both issue and execute a “Final Acceptance” of the Solution. The 10 day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Software. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the 10 day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

5.35.8 Professional Services Warranty

- A. Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the Client’s premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client’s officers. The Client may, at any time, require the removal and replacement of any of Contractor's employees for good cause.
- C. Contractor shall be responsible for the acts of its employees and agents while on the Client’s premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client’s premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client’s premises or equipment; on Contractor's failure to do so, the Client may repair such damage and Contractor shall reimburse the Client promptly for the cost of repair.
- D. Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the Client’s contact person and thereafter, if requested, furnish a full written report of such accident.

- E. Contractor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.
- F. Contractor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to properly identified members of Contractor's full-time staff on the same basis and price as they are extended to the Client's staff.
- G. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees or subcontractors.

5.35.9 Ineffective Training

Contractor will submit to Client an agenda in advance of any training sessions to be covered with the key materials provided during the course of the training. Further, Contractor will provide to Client details associated with the layout of the training facility, computer requirements, as well as all associated media necessary to deliver the course. Client will conduct a rating of the course after its completion and communicate the results of this rating to Contractor for future class improvements. In the event that Client asserts in good faith that any Contractor training consultant lacks the skill or capacity to adequately train Client's staff, Contractor shall replace such training consultant as soon as reasonably possible. If Client notifies Contractor within 10 business days of the completion of said training, that in Client's reasonable judgment the training sessions provided by such training consultant were inadequate or ineffective, then Contractor shall provide a credit in training days to Client for all such training sessions.

5.35.10 Subcontracts

The Contractor agrees not to subcontract any of the work required by this Agreement without the prior written approval of the Client. The Contractor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

5.35.11 Non-Performance Escalation Procedures

In the event that the Client determines that Contractor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the Client shall have the right to, in the sequence shown: (a) formally notify Contractor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance fees, until the non-performance is corrected, (c) request a joint meeting of Contractor

and Client decision makers to attempt to resolve the non-performance, (d) require a Contractor employee to be on-site at Client's location until the non-performance is resolved, (e) request arbitration at Client's sole option, commencing suit in St. Louis City, MO, the venue of which is agreed to by Contractor, (f) invoke the Termination clause herein.

5.35.12 Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

5.35.13 Force Majeure Requisites

Force majeure shall not be allowed unless:

- A. Within 10 calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- B. Within 20 calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

5.35.14 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the one hundred-twenty (120) day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

5.35.15 Right of Cancellation

Either party shall have the right to cancel the Agreement if force majeure suspends performance of scheduled tasks by 1 or more parties for a period of 120 or more days from the scheduled date of the task. If a cancellation due to a force majeure occurs before title passes to the Client, the Contractor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a force majeure after title passes to the Client, the system shall remain with

the Client and the Contractor shall be entitled to any such payments as have accrued according to the payment schedule.

5.35.16 Liquidated Damages

Failure on the part of the Contractor to complete critical project milestones as established in the Project Schedule may result in liquidated damages being imposed on the Contractor by the Client for breach of contract and for non-compliance. The milestones will be defined in the Project Schedule and extent of damages will be 1% per day for each day the project Go Live date as defined in the Project Schedule is extended.

5.35.17 Change Orders

The Project Managers appointed pursuant to this Agreement will meet periodically to review the Project Schedule. Changes to the scope of the project including additional Software and Services may be proposed by either party, and if accepted by the parties, the proposed changes shall be reduced to a written document, inclusive of any applicable pricing changes ("Change Order"). Written approval signed by a duly authorized representative of each of the parties of such Change Order must be obtained prior to the provision of any products or services related to such Change Order.

Contractor shall provide to Client a written quotation for any changes in this Agreement, including Software, Services, Customizations, etc. Each Change Order shall be reviewed and approved by Client, and shall be subject to the requirements in the section.

5.35.18 Travel Expense Reimbursement

All travel expense costs must be included in the Contractor's fixed price cost. Client will not make a separate payment for reimbursable expenses. Per Force Majeure, Client shall not be liable for additional travel costs incurred due for any reason outside Contractor's control.

5.35.19 Video and Audio Recording

Client reserves the right to record video and/or audio of any and all training sessions, whether held at Client site, Contractor site, or via teleconference. Use of such recordings shall be strictly for Client staff training purposes.

5.35.20 Payment Terms – Professional Services

Contractor shall invoice **Client** for the Total Amount on Exhibits <##> and <##> according to the following payment schedules:

Services

- 50% Due in installments based on Conditional Acceptance of Milestones as defined in the Statement of Work
- 50% Due upon Final Acceptance

Customizations

- 25% Due as incurred upon completion of design
- 50% Due upon Conditional Acceptance of Customization
- 25% Due upon Final Acceptance

Contractor shall submit to the Client an invoice in a form agreeable to the Client. The invoice shall be accompanied by such supporting documentation as required by the Client.

5.36 Hosting Services**5.36.1 Location of Data**

Contractor will not at any time store Client data on hardware located outside the United States.

5.36.2 Hosting Services

Contractor will provide hosting services consisting of system administration, system management, and system monitoring activities that Contractor performs for the Software, and includes the right to access and use the Software, resolving performance issues under the terms of the Service Level Agreement (SLA), client data storage, client data archiving and disaster recovery services (“Hosting Services”). Hosting Services do not include support of an operating system or hardware other than those used by Contractor at Contractor’s data centers to host and operate the Software, support outside of Contractor’s normal business hours, training, consulting or other professional services.

5.36.3 Service Audits

Hosting Services are audited at least yearly in accordance with the AICPA’s Statement on Standards for Attestation Engagements (“SSAE”) No. 18, Type 2. Contractor has attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as this Agreement is in effect. Upon execution of a mutually agreeable Non-Disclosure Agreement (“NDA”), Contractor will provide Client with a summary of Contractor’s SSAE-18 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which Client makes a written request, Contractor will provide that same information.

5.36.4 Disaster Recovery

Contractor has developed and implemented a business continuity/disaster recovery plan and will continue to maintain a commercially reasonable business continuity/disaster recovery plan for the term of this Agreement. As part of Contractor's business continuity/disaster recovery program, Contractor has fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Software and Hosting Services in the event of a component or system failure or any other unplanned interruption of the Software or Hosting Services whether caused by a disaster or otherwise. In the event any of Client data has been lost or damaged due to an act or omission of Contractor or its subcontractors or due to a defect in Software, Contractor will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which Client data may be lost, measured in relation to a disaster Contractor declares, said declaration will not be unreasonably withheld. The Force Majeure provisions herein shall not limit Contractor's obligations under this section, meaning that, a Force Majeure event does not relieve Contractor of its obligation to implement its business continuity/disaster recovery plan to the extent it is able to do so in light of the Force Majeure event.

Contractor will test the business continuity/disaster recovery plan on an annual basis. Contractor's standard test is not client-specific. If Client requests a client-specific disaster recovery test, Contractor will work with Client to schedule and execute such a test on a mutually agreeable schedule.

5.36.5 Penetration Testing

Contractor conducts annual penetration testing of the production network and/or web application. Contractor will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Contractor will provide Client with a written or electronic record of the actions taken by Contractor in the event that any unauthorized access to Client database(s) is detected as a result of Contractor security protocols. Further, Contractor recognize that Contractor is storing confidential Client data and any breach of security could have a detrimental impact on Client. The <Regulation> requires breach notification when residents' computerized personal information is accessed and acquired without authorization. In the event there is such a breach, Contractor will notify Client immediately while the issue is remediated, and all communications shall be coordinated with Client in conformance with applicable law. Contractor will indemnify Client for all costs reasonably incurred by Client due to a breach of security determined to be the result of Contractor's negligence, subject to the limitation of liability in the Agreement. Contractor will undertake an additional security audit, on terms and timing to be mutually

agreed to by the parties, at Client's written request. Client may not attempt to bypass or subvert security restrictions in the Hosting Services or environments related to the Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Contractor network and systems (hosted or otherwise) is prohibited without the prior written approval of Contractor's IT Security Officer.

5.36.6 Back-up and Recovery

Contractor will (i) execute nightly database backups to a backup server in a secure offsite location and (ii) save the last 10 nightly database backups in a secure offsite location. Client will have the ability to download any of the backups to Client's location. The Software shall be configured to perform incremental backups every 8 hours, such that the database can be restored to the last committed transaction and/or point in time of the last incremental backup, which will have occurred up to two-hours earlier, in the event of a system failure.

Contractor will be responsible for importing back-up and verifying that Client can log-in to the Software. Client will be responsible for running reports and testing critical processes to verify the returned data. At Client's written request, Contractor will provide test results to Client within a commercially reasonable timeframe after receipt of the request.

5.36.7 Secure Data Transmission

Contractor will provide secure data transmission paths from each of Client's workstations to Contractor's servers; all data transmission between Contractor's hosted environment and Client's environment shall be encrypted.

Contractor guarantees that all Client data that Contractor hosts will be located within the United States at all times.

5.36.8 Background Checks

For at least the past ten (10) years, all of Contractor's employees have undergone criminal background checks prior to hire. All employees sign Contractor's confidentiality agreement and security policies. Contractor's data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

5.36.9 Client Notification if Third-Party Request for Data

Data is a Client owned asset. Unless the notification is specifically precluded by such law, lawful order, or government authority, as applicable, Contractor shall notify Client in the event that Contractor is required by law, lawful order of a court (including, without limitation, request for production of documents), or governmental authority to disclose Client data. In the event that Contractor is required to produce or disclose Client data, unless prohibited as set forth above, then Contractor shall provide Client with written notice of the request sufficiently in advance of the data specified for the production of the records so that Client can act to protect its data by, for example, seeking a protective order. In addition, to the extent permitted by law, Contractor shall not release the data pending the outcome of any measures taken by Client to contest, otherwise oppose, or seek to limit disclosure by Contractor.

5.36.10 Provision of Client Data upon Termination

Upon termination or non-renewal of this Agreement, Contractor will promptly provide Client data to Client then residing in Contractor's hosted environment. The Client data shall be provided in ASCII or such other format as may be mutually agreed. Such Client data will be provided no later than sixty (60) days prior to the date of expiration or termination, as applicable, (provided at least 10 days advance notice by Client) and again seven (7) days after date of expiration or termination, as applicable.

5.36.11 Transition Services

Upon expiration or termination of this Agreement, upon Client's request, Contractor will cooperate with Client and provide services that are reasonably necessary to effectuate an orderly transition to a new system, solution, or provider; provided that Client shall pay Contractor's then-current rates for such services. Such cooperation and services shall include assistance with data conversion and, at Contractor's option may include the provision of file layouts to Client on a confidential basis for the purpose of identifying the data Contractor provided to Client.

Data should be returned to the customer in both the SaaS Contractor's native data format and a platform-agnostic format (e.g. MS SQL) with appropriate data schemas and dictionaries. Once a successful hand-off of that data has been confirmed, all customer data should be permanently removed from all SaaS Contractor servers.

5.36.12 Annual Hosting Fees

Annual Hosting Fees shall not be increased by an annual average percentage greater than the annual Consumer Price Index (CPI) for the Midwest region or 3%, whichever is less, for as long as Annual Hosting Fees are paid and this agreement between the Client and the Contractor is in effect.

Contractor agrees to send an itemized invoice to the Client at least 90 days before Extended Services is up for renewal.

5.36.13 Payment Terms – Annual Hosting Fees

Contractor shall invoice **Client** for the Total Amount on Exhibits <##> and <##> according to the following payment schedule:

Annual Hosting Fees

- First year Annual Hosting Fees due upon production use of Software, to cover the remaining portion of the calendar year. Fees should only be charge for software that has gone live. In the case of a staggered go-live, fees should only be charged for the portion that is live.
- Subsequent Annual Fees due annually that cover the calendar year.

Contractor shall submit to the Client an invoice in a form agreeable to the Client. The invoice shall be accompanied by such supporting documentation as required by the Client.

5.37 Hosting Service Level Agreement

5.37.1 Service Level Agreement Overview

This Service Level Agreement (SLA) operates in conjunction with, and does not supersede or replace any part of, the Agreement, specifically, the Hosting Services Section. It outlines the information technology service levels that Contractor will provide to Client to ensure the availability of the application services and Software that Client has requested Contractor to provide. All other support services are documented in the Software Maintenance and Support Section.

5.37.2 Definitions

Except as defined below, all defined terms have the meaning set forth in the Agreement.

- Attainment*: The percentage of time the Software is available during a calendar quarter, with percentages rounded to the nearest whole number.
- Client Error Incident*: Any service unavailability resulting from Client applications, content or equipment, or the acts or omissions of any of Client service users or third-party providers over whom Contractor exercises no control.
- Downtime*: Those minutes during which the Software is not available for Client use. Downtime does not include those instances in which only a defect is present.

- D. *Service Availability*: The total number of minutes in a calendar quarter that the Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

5.37.3 Service Availability

The Service Availability of the Software is intended to be 24/7/365. Contractor sets Service Availability goals and measures whether Contractor has met those goals by tracking Attainment.

- A. Client Responsibilities: Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the Software Maintenance and Support Section. Client will receive a support incident number. Client must document, in writing, all Downtime that Client has experienced during a calendar quarter. Client must deliver such documentation to Contractor within 30 days of a quarter's end.

The documentation Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

- B. Contractor Responsibilities: When Contractor support team receives a call from Client that Downtime has occurred or is occurring, Contractor will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Contractor will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, Contractor will compare that report to Contractor's own outage logs and support tickets to confirm that Downtime for which Contractor was responsible indeed occurred.

Contractor will respond to Client's Downtime report within 30 day(s) of receipt. To the extent Contractor has confirmed Downtime for which Contractor is responsible, Contractor will provide Client with the relief set forth below.

- C. Client Relief: When a Service Availability goal is not met due to confirmed Downtime, Contractor will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 100% of one quarter of the then-current Annual Fees. The total credits confirmed by Contractor in one or more quarters of a billing cycle will be applied to the Annual

Fees for the next billing cycle. Issuing of such credit does not relieve Contractor of its obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, Contractor will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	99.5-100%	Remedial action will be taken.
100%	<99.49%	10% credit of Annual Fees paid for affected calendar quarter for each 1% by which Actual Attainment is less than 10%, such credit not to exceed Annual Fees actually paid in any circumstance. Credit for affected calendar quarter will be posted to next billing cycle.

Client may request a report from Contractor that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

- D. Failure by Contractor to Meet Attainment Levels: In the event Contractor fails to achieve an Actual Attainment Level of 10% or greater for three (3) consecutive quarters, Client shall be entitled to terminate the Agreement on written notice to Contractor with no liability, obligation, or penalty to Client by reason of such termination. Without limitation, if Client terminates the Agreement pursuant to this Section, then any early termination penalties shall not apply. Alternatively, Client shall have the option to terminate the Agreement, without penalty, and to purchase perpetual licenses from Contractor for the Software to be hosted by Client in-house or by its designated hosting provider. If Client exercises this option, Client shall pay the then-current license fees for the Software, discounted ##% for each full year that this Agreement has been in force, with such discount, in no event, to exceed ##% of the list price for the Software so licensed. Client’s license rights are not otherwise expanded, Client may not modify the Software so acquired or use if for any other purpose than was provided for in this Agreement.

5.37.4 Applicability

The commitments set forth in this SLA do not apply during Contractor maintenance windows, Client Error Incidents, and Force Majeure. Contractor performs maintenance during limited windows that are

historically known to be reliably low-traffic times. Contractor will not perform maintenance during normal business hours (8 am-8 pm EST, Mon - Fri). If and when maintenance is predicted to occur, Contractor will provide at least one week advance notice and will coordinate to the greatest extent possible with Client. The foregoing notwithstanding, Contractor reserves the right to provide maintenance without such advance notice if circumstances require immediate action; provided that any notice provided without such advance notice that occurs during normal business hours will count as Downtime for the purposes of this SLA.

5.37.5 Force Majeure

Client will not hold Contractor responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Contractor will file with Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Contractor's request for relief pursuant to this Section. Client will not unreasonably withhold its acceptance of such a request.

6 Proposal Forms

6.1 Introduction

This section contains various forms that should be prepared and submitted along with the Respondent's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Proposal Signature Form
- Non-Collusion Affidavit
- Minimum Criteria
- Living Wage
- Employment of Unauthorized Aliens Prohibited - Affidavit
- Company Background Form
- Technical Requirements Form
- Respondent Hosting Form
- Project Management Approach Form
- Report Development Form
- Training Form
- Staffing Plan Form
- Ongoing Support Services Form
- Client Reference Form
- Pricing Forms
- For Respondents who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 18 Type II audit.
- Contract Terms and Compliance Checklist

June 28th, 2019

6.2 Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. St. Louis, MO:

PROPOSAL: ERP System Selection

<p>\$ _____ (Total price written)</p> <p>Firm Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Signature: _____ (Person executing response and official capacity)</p>	<p>\$ _____ (Total figure – as noted on the Proposal Pricing Forms - Subtotal (Required Components))</p> <p>Date: _____</p>
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<p>(Names of principal officers: designate official capacity)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>(If partnership or assumed name, indicate name of owners)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
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June 28th, 2019

6.3 Non-Collusion Affidavit

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE RESPONDENT AND FURNISHED WITH EVERY PROPOSAL NON-COLLUSION AFFIDAVIT

STATE OF: _____

City OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____ *(Name) (Title)*

Of _____ the proposal responder that has *(Company)*

submitted to the **City** a proposal for a **ERP System Selection** all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

(If no exceptions, please state)

Respondent further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the **City** is directly or indirectly interested in said proposal.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this _____ day of _____, _____.
(Day) (Month) (Year)

(Notary Public)

6.4 Minimum Criteria

As noted in section 1.9 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Respondents should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimum Criteria	Yes/No
<p>Minimum Client Software Installations Must have provided software for at least one previous local government of similar size and complexity.</p>	
<p>RFP Response RFP response is submitted by the due date and time.</p>	
<p>Response Authorization The RFP response is signed by an authorized company officer.</p>	
<p>Response Completeness Respondent complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated including the Living Wage acknowledgment and Unauthorized Aliens Prohibited Affidavit. Any deficiencies in this regard will be determined by the City’s Procurement Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.</p>	

6.5 Living Wage

**ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN
NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2019**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$13.33** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$17.81** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.48** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of APRIL 1, 2019. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com/bdd> or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111

**ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE
DECLARATION**

(To be completed by each respondent to a bid/proposal solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

CONTRACTING AGENCY: _____

AGENCY CONTRACT NUMBER: _____

BIDDER'S/PROPONENT'S NAME: _____

DATE PREPARED: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

AUTHORIZED REPRESENTATIVE

CERTIFICATION:

_____ (Signature)

NAME: _____

TITLE: _____

DATE: _____

June 28th, 2019

6.6 Employment of Unauthorized Aliens Prohibited - Affidavit

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.525 - 285.555 R.S.MO., ET SEQ.
STATE OF MISSOURI)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name)

who is

_____ (Title) of _____ (Name of company),

_____ (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and after being duly sworn did depose and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) That said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.525 - 285.555 R.S.Mo., et seq. Documentation of participation in a federal work authorization program is attached to this affidavit. (An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a valid copy of the signature page completed and signed by the employer, the Social Security Administration and the Department of Homeland Security.)

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day _____ of, 20____.

Notary Public

Print Name: _____

My commission expires:

6.7 Company Background Form

Respondent name:	
Software brand name:	
Software version proposed (years in production):	
Is Respondent prime contractor:	Yes <input type="checkbox"/> No <input type="checkbox"/>

1.	What are the key differentiators of your company and its proposed solution?
2.	What awards has your company or proposed solution obtained that are relevant to this project?
3.	What documentation is available from an independent source that positively promotes either the company or products the Respondent is offering?
4.	What strategic alliance have you made to further strengthen your product and services?
5.	How do you guarantee the services provided by your company?
6.	What are your near-term and long-term goals, and the strategies to reach these goals?
7.	What is your niche in the marketplace and your preferred customer size?
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).
9.	Please describe how the sales cycle is linked to the product development cycle.
10.	Please describe your commitment to providing solutions for the public sector marketplace.

11. Please describe your portal strategy.			
12. How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Respondent completed?			
		Missouri	Nationally
	Local government		
	Other public sector		
	Other non-public sector		
	Overall:		
13. How many fully operational customer installations, in total, has the Respondent completed?			
		Missouri	Nationally
	Local government		
	Other public sector		
	Other non-public sector		
	Overall:		
14. How many current system implementations of your solution are <i>in-process</i> within both the State of Missouri and the region of the Country that includes the State of Missouri?			
		Current in-process Implementations	
	State of Missouri		
	Region		
	Total:		
15. Please state the year the Respondent started in the business of selling the proposed solution to local governments:			
16. Where is the Respondent's closest support facility/sales office to St. Louis, MO?			
17. Where is the Respondent's company headquarters?			
18. Please list the Respondent's sales in the previous three years:			
		Year	Sales
		2016	
		2017	

		2018		
19.	How many total employees does the Respondent have in each of the following categories:			
		Area	Number	
		Sales/Marketing		
		Management/Administration		
		Help Desk Staff		
		Development Staff		
		Other		
		Total:		
20.	What is the Respondent's hourly rate for implementation assistance beyond that which is included in the Respondent bid by skill set?			
		Rates for Additional Implementation Assistance		
		Skill Set	Hourly Rate	
			\$ / hr.	
			\$ / hr.	
			\$ / hr.	
21.	What would be the Respondent's preferred comparably sized, site visit location?			
22.	The City highly values M/WBE participation. At minimum, Respondents should be able to demonstrate that a good faith effort was made to meet our target levels. Please indicate (yes/no) if you are able to meet the City's M/WBE goals. If yes, provide details on how you will meet the City's M/WBE goals. Information regarding M/WBE can be found at: https://www.flystl.com/business/business-diversity-development-1/business-diversity-development and https://www.stlouis-mo.gov/government/departments/slhc/minority-business-development.cfm .			
23.	Is your company currently or ever previously involved in any litigation with any customers, or have any litigation pending with any customers?			
24.	Is your company currently or ever previously involved in any bankruptcy proceedings?			

6.8 Technical Requirements Form

1.	Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the City’s current WAN and remote computing requirements and indicate what changes are required or recommended.
2.	What database are you proposing?
3.	Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.
4.	Describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
5.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
6.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user’s desktop.
7.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the City can determine the extent to which existing computers must be upgraded or replaced.
8.	Please describe the physical and technical preferences for a user acceptance testing (UAT) environment?
System Performance	
9.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?
10.	Can you guarantee a 3-second maximum response time?

11.	What are your guarantees on system performance?
Security	
12.	Describe the identification and authorization capabilities of your proposed solution for users.
13.	Describe how your system interoperates with Active Directory.
14.	Describe the security audit capabilities of your proposed solution.
15.	What functions does your proposed system have to protect the privacy of information designated “private” (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
16.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the City?
17.	What is your process for notifying the customer and fixing bugs once they have been identified?

6.9 Respondent Hosting Form

1.	Will your company host the solution or will this be managed by a third party? Is the solution single tenant or multi-tenant?
2.	Where are the data center and storage facilities?
3.	Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.
4.	Does the system interface support a browser interface with or without the help of additional components?

5.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?
6.	What system/application availability and response time will your proposed system meet? What are the City's responsibilities to ensure this level of performance?
7.	How do you track monthly usage for subscription-based services?
8.	How much notification will you give the City in advance of any scheduled downtime?
9.	Where would local support be located for a client in St. Louis, MO?
10.	Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method
11.	Please describe the minimum commitment term (in years) for a Respondent-hosted option and note the term assumed for determining the proposed costs.
12.	Describe your solutions systems administration/management capabilities including monitoring of performance measures, intrusion detection, and error resolution.
13.	Please describe your firewall security (technology, failover) and data encryption capabilities.
14.	Please describe your data back-up, restore and disaster recovery capabilities.
15.	What steps are taken to ensure uptime per SLA for the application in the event of a hardware, system or power failure?
16.	Please list the connectivity options and carriers available at your hosting facility.
17.	Estimate the bandwidth that your solution will require based upon users, application environment, and any other factors.

18.	Provide technology requirements for the client in support of proposed solution such as network topology and equipment, security, local storage, local virtual servers, etc. In this response, assume the client does not have any infrastructure.		
19.	Provide all peripheral technical specifications in support of solution proposed such as desktops, printers, check printers, fixed asset scanners, etc.		
21.	Please provide a disentanglement plan in which your hosting services would be transitioned to an alternate hosting provider or be insourced back to the client.		
23.	Please indicate your ability to meet the following items with your proposed solution (indicate with a "X" in the box below):		
		Comply	Not Comply
	The system shall be available 24 x 7 x 365 with a minimum of 99.95% uptime, measured on a monthly basis (excluding maintenance windows).		
	All data shall reside in the United States at all times.		
	All system data and files shall be regularly backed up to a secondary data center/disaster recovery site outside of the main data center's same weather pattern and power grid. Backups shall occur such that the City loses no more than 2 hours of transactions due to an unexpected outage.		
	Hosting Providers / Respondents shall have a documented Security Incident Response Plan (SIRP) that addresses the Respondent's plan for preventing, detecting, and responding to security breaches or cyberattacks in which the City's data or operations may be compromised.		
	Hosting Providers / Respondents shall have a documented Disaster Recovery Plan (DRP) that addresses recovery and maintenance of system data and operations in response to hazard or		

	emergency scenarios. This plan shall be tested regularly to ensure that it is both tangible and actionable.		
	Hosting Providers /Respondents shall have a documented Business Continuity Plan (BCP) that addresses localized or system outages that create an impact to one or more business functions. The BCP should account for the rapid restoration of services and redundancies in technology or process.		
	Hosting Providers /Respondents shall undergo a SSAE 18 SOC2 Type 2 audit covering at a minimum the Security and Availability Principles on an annual basis and must have no unaddressed material concerns. Respondent shall provide a copy of their most recent audit report prior to contract award.		
	Hosting Providers / Respondents shall support and be compliant with all relevant regulations and requirements including, but not limited to: PCI-DSS, FERPA, HIPAA/HITECH and GDPR.		
	The data center that houses the software application servers is certified to meet ANSI/TIA “Tier-4” and/or “Tier-3” datacenter specifications.		

6.10 Project Management Approach Form

1.	How does the Respondent plan to manage the vast amount of material that is produced during the project through potential solutions such as a collaboration environment?
2.	Provide specific information on project close-out activities to transition support to the City.
3.	How will project management be resourced?

6.11 Report Development Form

1.	What is the query tool and report writer that Respondent is proposing?
----	--

2.	What is your definition of a report?
3.	What reports are available out of the box? Provide a list and samples at the end of this section.
4.	Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?
5.	It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

6.12 Training Form

1.	What is your recommended approach to training (End-user vs. train the trainer), for this City, and why?
2.	What types of training documentation will be developed by the Respondent?
3.	What additional tools will be used in developing the training material?
4.	Describe the opportunities for ongoing training.
5.	Describe the Respondent's ability to provide online training material versus classroom training.

6.13 Staffing Plan Form

1.	Identify the degree to which Respondent staff will be onsite versus off-site during the project.		
2.	Provide the resource and configuration requirements for the Respondent's staff during the implementation:		
		Number of workstations	
		Number of desks	

	<table border="1"> <tr> <td>Number and size of dedicated rooms for the project</td> <td></td> </tr> <tr> <td>Parking</td> <td></td> </tr> <tr> <td>Telephones</td> <td></td> </tr> <tr> <td>Network accessibility needs</td> <td></td> </tr> <tr> <td>White boards</td> <td></td> </tr> <tr> <td>Flip charts</td> <td></td> </tr> <tr> <td>Power requirements</td> <td></td> </tr> <tr> <td>Other resource needs</td> <td></td> </tr> </table>	Number and size of dedicated rooms for the project		Parking		Telephones		Network accessibility needs		White boards		Flip charts		Power requirements		Other resource needs																		
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DBA																																		
Report Developer																																		

	Application Support				
	System Administrator				
	Security Administrator				
	Other Roles				
	Other Roles				
	Other Roles				

6.14 Ongoing Support Services Form

Support and Maintenance	
1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.
3.	Identify the party or business unit that is responsible for the support options provided above. The Respondent shall include information for a City-hosted versus a Respondent-hosted solution.
4.	Provide the following regarding the number of business staff the City should expect to be committed to providing on-going application support: <ul style="list-style-type: none"> a. Role b. Responsibility c. Estimated time commitment in terms of FTE time
5.	For ongoing IT staff resources, please provide the following information: <ul style="list-style-type: none"> a. Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.) b. Number of FTEs within each position c. Skill sets required for each position a. Training required and whether the Respondent provides this training
6.	Do you limit the number of City staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost? If

	there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?		
7.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.		
8.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.		
9.	Will the Respondent contractually agree to:		
	Contractual Inquiry		
	Term / Condition	Yes	No
	Provide <u>on-site</u> staff for training and implementation		
	Non-performance hold-backs?		
	Payment hold-backs until fully operational and formally accepted?		
	Allow the City to approve Respondent staff assigned to help with implementation?		
	One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires		
10.	Describe how your software will be licensed to the City (e.g. site license, named users, concurrent users, etc.)		
Software Updates and Distribution			
11.	It is anticipated that all system updates and release patches will be downloadable from the Respondent's web site. An accumulation patch process is desired. Provide information on how "client-side" software updates are received, processed and distributed to the client environment, including but not limited to: <ul style="list-style-type: none"> a. Backward version compatibility and support of back versions, b. Timeframe/policy on moving to new versions, c. Automatic product upgrades or on demand, d. Ease of implementation for City staff versus need to contract for services. 		
12.	Describe the product release cycle including: <ul style="list-style-type: none"> a. Frequency of upgrades/enhancements or new versions (major and minor version releases) 		

	<ul style="list-style-type: none"> b. Contents of release, c. How long release takes to implement, and a. Use of release notes.
Customizations	
13.	How does the Respondent define customization versus configuration?
14.	How can the City customize or configure the software directly without Respondent involvement?
15.	How are local customizations or configurations maintained when installing new releases of the Respondent's software?

6.15 Client Reference Form

Respondent name:	
Customer name:	
Customer contact:	
Customer phone number:	()
Customer E-mail address	
System which Solution Replaced	

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented (Hardware, Software):

6.16 Pricing Forms

Please complete the pricing forms that have been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the Respondent to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Respondent. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The City requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

- Respondent Checklist (including Hosting/Licensing Model, Travel & Lodging Costs, and Discount)
- Proposal Summary (no direct input required)
- Module Summary (no direct input required)
- Application Software
- Other Software
- Hardware
- Implementation Services
- Train-the-Trainer Training
- Optional End-User Training
- Data Conversion Services
- Interfaces
- Form Services
- Modifications
- Other Implementation Services
- Managed Services – Cloud Only

6.17 Contract Terms & Conditions Compliance Checklist

Respondent must mark Yes/No if taking an “Exception” to the Agreement Terms and Conditions in the Compliance Checklist form below.

Contract Terms and Conditions Compliance Checklist		
#	Title	Exception? (yes/no)
5.1	Scope of Agreement	
5.2	Incorporation by Reference	
5.3	Entire Agreement Clause	
5.4	Applicable and Governing Law Clause	
5.5	Wording Conflicts	
5.6	Standard Forms and Contracts	
5.7	Term and Termination Clause	
5.8	Indemnification	
5.9	Insurance	
5.10	Insurance Coverage	
5.11	Limitation of Liability	
5.12	Missouri Sunshine Law	
5.13	Confidentiality	
5.14	Title and Confidentiality	
5.15	Identification of Parties to the Agreement Clause	
5.16	Notices Clause	
5.17	Agreement Extension and Modification Clause	
5.18	Changes in Agreement	
5.19	Survival Clause	
5.20	Effect of Regulation	
5.21	Assignments	
5.22	Contractor as Independent Contractor	
5.23	Advertisement	
5.24	Pricing	
5.25	Right to Withhold Payment	
5.26	Funding Out	
5.27	Non-Collusion	
5.28	Conflict of Interest	
5.29	Contractor Merger or Acquisition	
5.30	Equal Opportunity Employer	
5.31	E-Verify Requirement	

5.32	Software	-
5.32.1	Grant of Right to User Software	
5.32.2	Documentation	
5.32.3	Software Warranty	
5.32.4	Patents, Copyrights, and Proprietary Rights Indemnification	
5.32.5	Unlimited Liability for Software Contractor Infringement	
5.32.6	Password Security	
5.32.7	Software Interfaces	
5.32.8	Source Code Escrow	
5.32.9	Right to Outsource	
5.32.10	Use of Software by Personnel Who Are Not Employees	
5.32.11	Disaster Recovery & Disaster Recovery Testing	
5.32.12	Disclaimers and Limitations of Remedies	
5.33	Software License	-
5.33.1	Replication of Software	
5.33.2	Risk During Software Installation	
5.33.3	Warranty Pertaining to Hardware Recommendation	
5.33.4	Payment Terms – Software License	
5.34	Software Maintenance and Support	-
5.34.1	Extended Services	
5.34.2	Annual Fees	
5.34.3	Resolution and Response Time Warranty	
5.34.4	Termination of Annual Maintenance and Support	
5.34.5	Federally and State Mandated Changes	
5.34.6	Future Releases/Upgrades	
5.34.7	Solution Longevity	
5.34.8	Successor Software Products	
5.34.9	Functionality Replacement	
5.34.10	Continuity of Warranty	
5.34.11	Payment Terms – Annual Fees	
5.35	Professional Services	-
5.35.1	Intellectual Property	
5.35.2	Contract Extension	
5.35.3	Subcontractors	
5.35.4	Control of Sub-Contractor, Project Team and Project Manager Designation	
5.35.5	Project Schedule and Acceptance	

5.35.6	Programming Services	
5.35.7	Acceptance Testing	
5.35.8	Professional Services Warranty	
5.35.9	Ineffective Training	
5.35.10	Subcontracts	
5.35.11	Non-Performance Escalation Procedures	
5.35.12	Force Majeure Clause	
5.35.13	Force Majeure Requisites	
5.35.14	120 Day Maximum	
5.35.15	Right of Cancellation	
5.35.16	Liquidated Damages	
5.35.17	Change Orders	
5.35.18	Travel Expense Reimbursement	
5.35.19	Video and Audio Recording	
5.35.20	Payment Terms – Professional Services	
5.36	Hosting Services	-
5.36.1	Location of Data	
5.36.2	Hosting Services	
5.36.3	Service Audits	
5.36.4	Disaster Recovery	
5.36.5	Penetration Testing	
5.36.6	Back-up and Recovery	
5.36.7	Secure Data Transmission	
5.36.8	Background Checks	
5.36.9	Client Notification if Third-Party Request for Data	
5.36.10	Provision of Client Data upon Termination	
5.36.11	Transition Services	
5.36.12	Annual Hosting Fees	
5.36.13	Payment Terms – Annual Hosting Fees	
5.37	Hosting Service Level Agreement	-
5.37.1	Service Level Agreement Overview	
5.37.2	Definitions	
5.37.3	Service Availability	
5.37.4	Applicability	
5.37.5	Force Majeure	

Contract Terms and Conditions – Exception Explanations

For all items marked as “Exception” in the Agreement Terms and Conditions Compliance Checklist, a Respondent must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	Title	Explanation of Exception