



**Request for Proposals For  
An Enterprise Resource Planning (ERP) System,  
Customer Information System (CIS), and  
Implementation Support**

**Proposals Due  
May 26, 2017**

**For questions or further information please contact  
The City of New Bern, Purchasing Manager  
Lori Colon  
Email: [colonL@newbern-nc.org](mailto:colonL@newbern-nc.org)  
Direct Phone Number: 252-639-2800  
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## LEGAL ADVERTISEMENT

The City of New Bern is issuing a Request for Proposal, RFP Number FY161705, for Enterprise Resource Planning (ERP) software and implementation services, including Human Resources and Financial Systems, Utility Billing Systems (UBS), and Customer Information System (CIS). The City of New Bern Purchasing Manager will receive proposals at 210 Kale Road, New Bern, NC 28562 until 2:00 p.m., local time, Friday, May 26, 2017. Proposals received after 2:00 p.m., local time, May 26, 2017, will not be accepted.

The City of New Bern is releasing this Request for Proposal (RFP) for the purchase of an integrated Enterprise Resource Planning (ERP) and Customer Information System. The City also requires that any proposal for an ERP include professional services necessary to implement the system, training, and ongoing technical support. All deployment options, including SaaS, vendor-hosted solutions, or on-premises solutions will be considered for this selection. Ideally, The City of New Bern would like to acquire these software modules as one integrated solution from one vendor but will consider separate solutions for the various functional areas. The full implementation of this project will serve the entire City of New Bern.

All questions, comments or concerns regarding this RFP must be submitted in writing via mail, fax or email to the Purchasing Manager. Information can be found on the cover page or in section A.11 of this document. The City of New Bern will respond to written questions only and will address comments, questions or concerns as a global response to all holders of the RFP through an addendum as necessary. The final day that the City of New Bern will accept questions will be seven (7) calendar days prior to the RFP deadline.

Prospective submitters may obtain copies of the RFP by visiting the City of New Bern website at [www.newbern-nc.org](http://www.newbern-nc.org), selecting the "Business Tab," and selecting "Bids and Proposals" at which time the advertised RFP can be seen. Click the link to the RFP and view, print or download the RFP as desired. Alternatively you may contact the Purchasing Manager for a copy of the RFP. See contact information in previous paragraph. The City of New Bern advises potential responders to rely on information personally obtained from The City of New Bern's website or the City's Purchasing Manager, and not from third parties.

A person or affiliate who has been placed on the State's barred vendor list may not submit a proposal. No proposal may be withdrawn for a period of one hundred eighty (180) days from the opening of the proposals. Prices may not be modified during this period. Proposals may be withdrawn at any time prior to the RFP opening time.

The City of New Bern reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; rebid a project, in whole or in part; and to accept a proposal that in its judgment provides the best value to the City in accordance with published scoring criteria. In accepting a bid in whole or in part, the City of New Bern may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which the City of New Bern selects. All decisions

will be made based upon what the City of New Bern believes to be in the best interests of its citizens and customers, in the reasonable exercise of its discretion.

The City of New Bern does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status, and disability/handicapped status, veteran status, or any other legally protected status in employment or provision of service.

## TERMS AND ABBREVIATIONS

ACH – Automated Clearing House

Banner – Banner by Ellucian ERP software. More information available at <http://www.ellucian.com/student-information-system/>

CIS – Customer Information System

Contract - The agreement of which the provisions are applied to the product and/or services being rendered

Contractor – Responding company or group of companies. Used interchangeably with Proposer, Vendor, Responder, Offeror, and Supplier

ERP – Enterprise Resource Planning

ESRI – Environmental Systems Research Institute (GIS provider)

FTE – Full Time Equivalent

GIS – Geographic Information System

HR – Human Resources

OMS – Outage Management System

Organization - The City of New Bern, a local governmental body of the State of North Carolina, its Board, officers, employees, volunteers, representatives, and agents (applies to Section D)

Other Party - The other party to the Contract of which the provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors (applies to Section D)

Proposer – Responding company or group of companies. Used interchangeably with Contractor, Vendor, Responder, Offeror, and Supplier

Responder – Responding company or group of companies. Used interchangeably with Proposer, Contractor, Vendor, Offeror, and Supplier

RFQ – Request for Quote

RFP – Request for Proposal

SCADA – Supervisory Control and Data Acquisition

UBO – Utility Business Office

UBS – Utility Billing System

Vendor – Responding company or group of companies. Used interchangeably with Proposer, Contractor, Responder, Offeror, and Supplier

Offeror – Responding company or group of companies. Used interchangeably with Proposer, Contractor, Vendor, Responder, and Supplier

SaaS – Software as a Service

Supplier – Responding company or group of companies. Used interchangeably with Proposer, Contractor, Vendor, Responder, and Offeror



## Section A: RFP Introduction

### 1. Purpose of the RFP

The City of New Bern is issuing this Request for Proposal (RFP) for the purchase of an Enterprise Resource Planning (ERP) system, including Human Resource and Financial Systems, Utility Billing System (UBS), and Customer Information System (CIS). The City of New Bern requires that any proposal for an ERP also include the professional services necessary to implement the system, training, and ongoing support. All deployment options, including SaaS, vendor-hosted solutions, or on-premises solutions will be considered for this selection. Ideally, The City of New Bern would like to acquire these software modules as one integrated solution from one vendor but will consider separate solutions for the various functional areas.

The functional scope for this project includes Financials, Human Resources, Payroll, Time Entry, Benefits Administration, Customer Information and Billing, and Asset Management. The City will also consider Inventory, Work Order, Fleet, RFP/RFQ, Contract, and Permit Management Systems. The Proposer is allowed to present other “a-la-carte” or “bundled” modules, or neither, that are available as part of the Proposer’s package.

The City of New Bern plans to implement all core functions by the end of calendar year 2018. Enhanced functions are expected to be implemented in calendar year 2019. The proposals should include a schedule that implements the system efficiently based on the vendor’s knowledge and experience.

### 2. About The City of New Bern

The City of New Bern is a municipal body in the State of North Carolina, and operates under the municipal laws of the state and Governmental rules of accounting. The City operates under the council-manager form of government. The council, called the Board of Aldermen, is made up of a mayor elected at large, as well as six Aldermen each elected from one of six wards within the city. The City of New Bern is a full utility provider, with Electric, Water, Sewer, Solid Waste, stormwater, parking and other miscellaneous services provided to multiple cities, towns and counties in greater New Bern, NC area.

The Board of Aldermen appoints the City Manager, who is the administrative head of the City government, and Director of Finance. The City Manager has direct management and supervision of:

- Assistant City Manager
- City Clerk/Executive Assistant
- Director of Finance and the Finance Department (Accounting, Budget, Warehouse, Purchasing, and Utility Business Office (UBO))
- Development Services Department
- Information Technology Division
- Police Department
- Fire Department

- Human Resources Department
- Parks and Recreation Department
- Public Works Department (Streets, Sanitation Services, Stormwater Utility, Public Buildings)
- Department of Public Utilities (Electric Utility, Water Utility, and Sewer Utility)

More information can be found at the city’s website, [www.newbern-nc.org](http://www.newbern-nc.org).

<b>Background Statistics</b>	
Current Electric Customers (residential and commercial)	21,300
Current Water Customers (residential and commercial)	17,700
Current Sewer Customers (residential and commercial)	15,800
Current Solid Waste Customers (residential and commercial)	12,900
Other billing customers	3100
Approximate number of employees	450
Fiscal Year	July 1 – June 30
Operating Budget: General Fund	\$ 37.3M
Operating Budget: Electric Utility	\$ 54.0M
Operating Budget: Sewer Utility	\$ 11.4M
Operating Budget: Water Utility	\$ 10.0M
Operating Budget: Stormwater Utility	\$ 670K
Population	Approx. 30,000

### 3. Project Background

The City of New Bern currently uses Ellucian Banner financials and Hansen Technologies Advantage Customer Information System (CIS). The current solution serves as the primary general ledger, procurement, payroll processing, asset management, inventory tracking, and human resources system, as well as our utility billing and collections and other billing functions. The City has multiple other systems in use, information on which is available in Section C.10 (Current Applications) and Attachment 17 (Interfaces).

The City’s core financial system is the Ellucian Banner ERP solution. The City desires to replace and improve on the existing functions of Banner and Advantage and employ a Human Resources module (at a minimum), but will also consider any other available modules.

The Information Technology Division and Finance Department are managing this project under the direction of the Assistant City Manager and Director of Finance. The City of New Bern will assign a Program Manager as well as business process leads for finance, purchasing, operations, human resources, and utility billing and collections and any others necessary to the successful implementation of the selected software. The City of New Bern expects that its new ERP will be able to accommodate the business process goals within the functional areas identified as being in scope.

The City of New Bern has begun a process of mapping the various financial, HR/payroll, utility billing, and customer information related functions that are included in the scope of this RFP. As part of the process, the City of New Bern would like to identify areas of improvement or goals that they are expecting to attain as part of this software procurement and implementation project. The City will work with the Vendor closely and be open to the Vendor's counsel on best practices and changing business practices to accommodate the most effective implementation of the software.

#### 4. Notice to Proposers

Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the City of New Bern, or legally obligate the proposer to more than it may realize. Information obtained by the proposer from any officer, agent or employee of the City of New Bern shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Attempts by or on behalf of a prospective or existing vendor to contact or influence any member of the City's Finance Department or Information Technology division, Board of Aldermen, or other employees of the City with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration. Only the format described in the RFP and the attachments included with this RFP will be accepted as compliant for the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.

#### 5. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected City of New Bern officials, their agents or employees or any member of the relevant reviewing departments at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided in the solicitation or unless otherwise directed by the purchasing manager.

Lobbying means the attempt to influence the thinking of City of New Bern officials, their agents or employees or any member of the relevant review committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## 6. Blackout Period

Blackout period means the period between the time the bids/proposals for invitation to bid or the request for proposal, qualifications, information, requests for letters of interest, or an invitation to negotiate, are advertised and the time the City of New Bern Board of Aldermen awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled. Conduct inconsistent with this section may be grounds for disqualifying the offending proposer from consideration or any future proposal.

## 7. Conflict of Interest

No City of New Bern employee or elected or appointed member of the City of New Bern may participate directly or indirectly in the procurement process pertaining to this proposal if they:

- a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- b) Are negotiating for or have an arrangement concerning prospective employment with Proposer. The Proposer warrants to the best of their knowledge that the submission of the Proposal will not create such conflict of interest. In the event such a conflict occurs, the Proposer is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City of New Bern shall have the right to annul any contracts entered into with Proposer without liability, at its discretion, and Proposer may be subject to damages and/or debarment or suspension.

## 8. Conditions

- a) In the event that all RFP requirements are not met with products and services provided by one firm, proposers are encouraged to partner with another firm to submit a joint proposal. Failure to meet all requirements will not disqualify a firm. However, the City of New Bern will evaluate each proposal to determine its overall fit in the best interests of the City.
- b) In the event that multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement, contract, and implementation processes, and will be held responsible for the overall implementation of all partners included in the joint proposal.
- c) All third-party solutions proposed as part of a joint proposal are subject to the same requirements of this RFP, unless otherwise stated.
- d) Implementation pricing must be submitted on a "milestone" basis (see Attachment 16 – Cost, Tab 5). For implementation services under a milestone arrangement, the City of New Bern

compensates the vendor a fixed amount for the completion of major milestones. Proposers are to provide all work effort and assumptions used to calculate a fixed fee for each milestone. The scope of the project will be defined by the statement of work and detailed functional requirements included as Attachment 15 (Requirements). All firms submitting proposals are encouraged to submit the most competitive proposal possible as the failure to do so may lead to elimination prior to software demonstrations.

- e) This RFP, its general provisions, and the terms and conditions identified in Section D shall be incorporated in any agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments shall constitute a contract.
- f) All proposals and any subsequent clarification or response to the City of New Bern's questions shall be valid for a minimum of 180 days.
- g) Upon the selection of a proposal by the City of New Bern, the successful Proposer will be required to enter into an agreement, which shall incorporate the terms and conditions of this RFP as well as the City's general terms and conditions. An agreement must be fully executed prior to the commencement of any work.
- h) Performance of work pursuant to any award shall be to the satisfaction and full discretion of the City of New Bern.
- i) Selected Proposer shall provide Certificate of Insurance naming the City of New Bern as additional insured in amounts specified by the City of New Bern prior to initiation of any services under the City of New Bern contract. Coverage shall be from a company authorized to transact business in the State of North Carolina.
- j) All work for resulting contract must be done in a manner that offers minimum interference and disruption to the normal activities of the City of New Bern facilities. Proposer must comply with all facility safety and security guidelines.
- k) Proposers must be registered to conduct business in the State of North Carolina.
- l) Proposers must adhere to the attached General Provisions (Attachment 11)

## 9. The City of New Bern's Rights Reserved

- a) The lowest proposed cost will not be the sole criterion for awarding the contract. The City of New Bern reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; rebid in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible and responsive bidder.

- b) In accepting a proposal, the City of New Bern may award a contract based only on the base proposal, the base proposal plus all alternates, or the base proposal plus any alternates which the City of New Bern selects - with all decisions being made based upon what the City of New Bern believes to be the best interests of its citizens and customers, in the reasonable exercise of its discretion.
- c) The City of New Bern does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status, and disability/handicapped status, veteran status, or any other legally protected status in employment or provision of service.
- d) The City of New Bern reserves the right to award multiple contracts from this RFP.
- e) The City of New Bern may modify this RFP by issuance of one or more written addenda. Addenda will be posted on the City of New Bern website and sent electronically to all proposers registered with the City of New Bern.
- f) The City of New Bern reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to remove or add functionality (i.e., modules, components, and/or services) until the final contract signing.
- g) This RFP does not commit the City of New Bern to award a contract. All proposals submitted in response to this RFP become the property of the City of New Bern and are public records, and as such, may be subject to public review. (See General Provisions, Attachment 11)
- h) The City of New Bern shall not be liable for any pre-contractual expenses incurred by prospective vendors, including but not limited to costs incurred in the preparation or submission of proposals. The City of New Bern shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

## 10. Communication Regarding this RFP

All communication from prospective proposers regarding this RFP must be in writing to the address listed in section A.12 of this RFP. Communication by telephone or in person will not be accepted.

Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the review committee, any member of the City of New Bern Board of Aldermen or any employee of the City with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

## 11. Register as a Proposer

All firms interested in receiving further correspondence regarding this RFP are required to register with the Purchasing Manager and provide the following information: Company name, name of contact person along with his or her title, mailing address, email address, and phone number. While e-mail is preferred, faxing or hand-delivering written requests is acceptable. Requests by telephone will not be considered official.

If firms register and decide not to respond, they can forward a Decline to Submit Statement of Proposal Number FY161705, which will exempt them from receiving further information regarding the RFP.

Contact information for the Purchasing Manager is as follows:

Mrs. Lori Colon

City of New Bern Purchasing Manager

210 Kale Road, New Bern, NC 28562

Fax (252)639-2803

E-mail: colonl@newbern-nc.org

## 12. Inquiries and Requests for Clarification

- a) In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed in writing to the Purchasing Manager. Questions over the phone will not be accepted.
- b) All questions about the meaning or intent of the bidding documents are to be submitted to the Purchasing Manager in writing up to seven (7) days prior to the submittal date. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda published to the City of New Bern website, and sent to those registered pursuant to section 11. Questions received less than seven (7) calendar days prior to the opening of the proposals will not be answered.
- c) Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- d) All questions concerning the RFP must reference the RFP page number, and section heading. Questions will be answered and posted to the City of New Bern's website in the form of addenda to the RFP. When addenda are issued, all firms that have registered as a proposer will be notified through email.
- e) Proposals may be changed or withdrawn prior to the deadline for proposals. All such changes and withdrawals must be submitted in writing and received by the City of New Bern prior to the deadline for proposals. After the deadline for proposals, no change in prices or other provisions prejudicial to the interest of The City of New Bern or fair competition shall be permitted.

### 13. Procurement Schedule

The expected procurement schedule is listed below. The City of New Bern reserves the right to change the procurement schedule. If changes are made, proposers will be notified by the City in the form of an addendum to this RFP, emailed directly to all registered proposers and posted on the City of New Bern website.

<b>Procurement Schedule</b>	
April 13, 2017	Proposed advertisement date
May 19, 2017	Last day to accept questions and requests for clarification on the RFP
As Necessary by Addendum	Answers to submitted questions provided
May 26, 2017	Proposals due - 2:00 PM (local time)

- a) A Review Committee composed of the City of New Bern staff members, with possible assistance from a consultant, will review all timely received responses. Up to three (3) proposers may be selected to make demonstrations and/or presentations. The committee shall review, analyze, and digest proposals and otherwise assist in the decision-making process.
  
- b) Software demonstrations and implementation presentations will be held on-site at the City of New Bern's offices and should cover all core functional areas listed in this RFP, as well as any optional functions requested by the city. The Review Committee will attend such demonstrations/presentations to gather information. Demonstrations will include both presentations on software and implementation services. It is recommended that key members of the proposer's implementation staff proposed for this project be present at the demonstration and lead the presentation on any implementation topics. To avoid unnecessary delays, the City of New Bern expects that proposers will be available for software demonstrations and on-site presentations upon reasonable notice. Proposers that cannot demonstrate their software and/or make presentations upon reasonable notice from the City of New Bern may not be favorably viewed. Any software demonstration scripts will be distributed to proposers that have been selected for software demonstrations approximately two to three weeks in advance of the demonstrations. Software demonstrations will also include a discussion on implementation. The City of New Bern reserves the right to change dates as needed. The goal of all demonstrations and presentations is to obtain information which may be of assistance to decision-makers.



## 14. Evaluation Criteria

The City of New Bern will review and evaluate all proposals received according the criteria delineated below.

The sole purpose of the proposal evaluation process is to determine which solution best meets The City of New Bern’s needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best software and implementation approach for the City of New Bern’s current and future needs based on the information available and the City of New Bern’s best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer’s approach meets the desired requirements and needs of The City of New Bern. The criteria, not listed in any particular order of importance, that will be used to evaluate proposals include, but are not limited to the following:

<b>SELECTION FACTORS &amp; EVALUATION CRITERIA</b>	
<b>Proposal Evaluation Criteria</b>	<b>Max Points</b>
Response to Attachment 15 (Functional Requirements)	20
Technical Compatibility of modules and key integrations	10
Completed work of similar size and scope	15
Qualifications and expertise of proposed key staff members	5
Approach and methodology	10
Cost	40

## 15. Proposal Submission Instructions (Instructions to Proposers)

ALL OF THESE TERMS AND CONDITIONS ARE A PART OF THIS PROPOSAL REQUEST.

### a) Vendor Requirements

Any vendor listed on the North Carolina Debarred Vendor list is not eligible to bid. That list is currently maintained at <https://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>

### b) Proposal Schedule

See item 13 above. Late proposals will be considered non-responsive

c) Delivery Method

All proposals to be considered must be delivered to the City of New Bern Purchasing Manager via in-person delivery or carrier. Contact information can be found in section A.11. E-mailed or faxed submissions will not be accepted. Any delays in delivery due to a carrier's part will not constitute reason for a late submission to be accepted.

d) Proposal Withdrawal

No proposal may be withdrawn for a period of one hundred eighty (180) days from the opening of the proposals. Prices may not be modified during this period. Proposals may be withdrawn at any time prior to the RFP submittal deadline.

e) Quote Errors

Prior to award, the City of New Bern Purchasing Manager may correct errors in the extension of unit prices to total amounts, or any errors in multiplication, division, addition, or subtraction in a proposal as long as unit prices are not changed. The Purchasing Manager will attempt to contact the Proposer for confirmation, but in no case will unit prices be changed after the submission deadline.

No Proposer shall be permitted to correct a proposal mistake after opening the proposals except that the Proposer may correct errors in extension of unit prices stated in the proposal or in multiplication, division, addition, or subtraction. In no case will unit prices be changed.

f) Authorization

All proposals must be signed by an authorized representative of the company placing the proposal. Signature of the proposal constitutes acceptance by the Proposer of terms, conditions, and requirements set forth herein.

g) Award of Contract

The City of New Bern reserves the right to establish priorities and to award the contract to a single Proposer or to multiple Proposers based upon the modules individually proposed.

h) Taxes

Do not exclude applicable sales taxes with your proposal.

i) List of Proposers

A list of Proposers will be made available to interested parties after the submission date by contacting the City of New Bern Purchasing Manager.

j) RFP Questions

All questions about the meaning or intent of the proposal documents are to be submitted to the Purchasing Manager, in writing, up to seven (7) calendar days prior to the submittal date. Contact information is available in Section A.11 of this document. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda to the City of New Bern website. Questions received less than seven (7) calendar days prior to the opening of the proposals will not be answered. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

k) Compliance with specifications

Any deviations from the RFP specifications should be identified as such.

l) Execution of Contract

Any action of the City of New Bern in awarding the purchase of any material or service is subject to and conditioned upon the execution of a written purchase contract and/or a purchase order between the City of New Bern and the proposer. The following words are used interchangeably throughout this document and have the same meaning and effect: Proposer, Contractor, Vendor, Responder, Offeror, and Supplier.

This RFP shall be included and incorporated in the final contract.

m) Protests

Any protests of award must be received within seven (7) business days of the date the contract award is announced. A notice of protest must be in writing and may be sent via mail or e-mail to the City's Purchasing Manager, who will acknowledge receipt.

n) Failure to comply with the requirements of this RFP may result in disqualification as a non-responsive bidder. Proposals received after the date and time specified above will not be considered.

o) By submitting a proposal, the Proposer is providing a guarantee to the City of New Bern that, if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP.

- p) All proposals are public record after opening. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Proposer to clearly identify those portions with the word “Confidential” printed on the top and bottom of each page for which such privilege is claimed. Examples of confidential materials include trade secrets and financial statements. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The City of New Bern will consider a Proposer’s request for exemption and will make a final determination based on all applicable North Carolina General Statutes.

## 16. Organization of Proposal

The proposal must be organized into major sections defined in Section B. Specific instructions for each section are provided in Section B of this RFP. Any required attachments must be included in the proper section as indicated by the instructions.

## 17. Format of Electronic Submission

Proposers must provide electronic copies of all files on a cd or USB flash, or similar device using the following file formats. Attachments not listed in the table below do not have a required file format and may be supplied in either the original file format or PDF.

RFP Section	Attachment/Document	Required File Format
E.12	Attachment 12 (Additions, Deletions, and/or Exceptions)	Microsoft Excel (.xls or .xlsx)
E.13	Attachment 13 (Conversions)	Microsoft Excel (.xls or .xlsx)
E.14	Attachment 14 (Litigation Disclosure)	Microsoft Excel (.xls or .xlsx)
E.15	Attachment 15 (Functional Requirements)	Microsoft Excel (.xls or .xlsx)
E.16	Attachment 16 (Cost)	Microsoft Excel (.xls or .xlsx)
E.17	Attachment 17 (Interfaces)	Microsoft Excel (.xls or .xlsx)
E.18	Attachment 18 (Staffing)	Microsoft Excel (.xls or .xlsx)

\* NOTE: Attachment 15 (Functional Requirements) is partially protected to prevent responders from making changes to the functional requirements.

## Section B: Detailed Submittal Requirements

So that competing proposals can be compared equally, proposers must assemble their proposals in strict adherence to the submittal requirements. Failure to follow all proposal organizational requirements may result in disqualification. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

### 1. Executive Summary and Introductory Materials

**(Proposal Section 1.0)** The introductory material should include a title page with the RFP name, name of the proposer, address, email, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The executive summary should be limited to a brief narrative (less than 3 pages) summarizing the proposal.

**B.1.1** Complete Attachment 1 (RFP Submittal Checklist)

**B.1.2** Complete Attachment 2 (Signature Page)

**B.1.3** Complete Attachment 3 (Proposer Statement)

### 2. Scope of Services

**(Proposal Section 2.0)** This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed including the following:

**B.2.1** Complete Attachment 4 (Scope of Proposal)

**B.2.2** For each firm identified on Attachment 4 (Scope of Proposal):

- Complete Attachment 5 (Company Background)
- Complete Attachment 6 (Reference Form).
- Describe role of the firm in the project
- Provide a statement about whether the primary proposer's contract will/will not encompass the third-party product/service and/or whether the City of New Bern will have to contract on its own for the product/service.

**B.2.3** List and describe all proposed software products that will be delivered as part of the project and if the City of New Bern will need to maintain/host the software on its servers. If software is sold by module, proposer must explicitly state the software module name and versions that are proposed. Proposer can separate a "base package" as well as potential "al-la-carte" add-on modules.

- All functional requirements that are responded to with a positive response (anything except “N”) are considered to be in scope. Proposed software and any necessary services required to meet the requirements of the RFP or implement the proposed software should be included in the proposal.

### 3. Functional Requirements

**(Proposal Section 3.0)** This section describes the software and implementation scope of the overall project and the requirements for each functional area. Responses to the functional requirements should be completed to identify the capability of the software, the scope of the implementation and if the requirement will be included under the scope of any proposed support agreement. Responses to the functional requirements shall use the following response codes:

<b>FUNCTIONAL REQUIREMENTS RESPONSES</b>	
<b>Column E: Available Responses</b>	
Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion
<b>Column J: Available Responses (if (Y-ND Selected in Column E)</b>	
F	Feature Scheduled for Future Release in Generally Available Software
E	Feature Developed as Enhancement for this Project
<b>Column F: Available Responses</b>	
S	Requirement and Feature Supported by Software Developer
TPS	Requirement and Feature Supported by Third Party
NS	Requirement and Feature Not Supported

#### **B.3.1** Submit Attachment 15 (Functional Requirements)

- Failure to provide some requirements or excluding some requirements from scope will NOT eliminate the proposer from contention. The City of New Bern will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.

- The requirements responses submitted will become part of the agreement. Proposers are expected to warrant both software and implementation of all positive responses (every response except “N” and “I”).
- The City of New Bern will clarify any requirements with the response of “I” during software demonstrations. Immediately following software demonstrations, proposers would be expected to re-submit Attachment 15 (Functional Requirements).
- For requirement responses other than “N” or “I” proposers must indicate the module or product that is required to meet the requirement.
- For requirement responses other than “N” or “I” proposers must indicate the phase of the project that the functionality will be implemented.
- All responses which are marked Y or Y-ND will be considered to be included in the scope, and the cost proposal and all other information submitted in this proposal should reflect this. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.
- Proposers must be ready to demonstrate any requirements listed as “Y” during software demos.
- For functionality that is not currently available and not available for viewing at a demo, but that will be in scope for the project either as generally available features in a future release or as a customization, modification, or enhancement specific for this project, Proposers should indicate a response code of Y-ND and answer column J.
- Proposers are also required to respond if the feature will be supported in the product as part of the proposed maintenance and support offering and the proposed provider of support. Support services shall include technical support, access to patches and upgrades that accommodate the requirement, supplemental annual continuing training and helpdesk support for the requirement.

**B.3.2** Identify any licenses, hardware, or other products not included in this proposal that would be required to operate any of the proposed solutions contained in this proposal.

**B.3.3** Describe the technical environment necessary for this software or any products that are to be hosted by the City of New Bern by completing Attachment 7 (Technical Specifications) (if applicable).

#### 4. Implementation Plan

**(Proposal Section 4.0)** This section should describe the proposed implementation plan

**B.4.1** Provide a detailed plan for implementing the proposed system. This information must include:

- Proposed phasing for roll-out of proposed system, including timeline requirements associated with third-party services and integrations.
- Explanation of advantages AND risks associated with this plan

**B.4.2** Explain the proposed plan for implementation. This information must include:

- Description of implementation tasks and activities
- Description of key deliverables (and how they relate to the implementation approach and activities). Please note the required deliverables listed in Section C.

**B.4.3** Explain the proposed vendor staffing for the project including:

- How many staff will the vendor have assigned to the project
- Approximate dedication to the project of each resource and approximate time work will be completed on-site vs. off-site
- Major roles and responsibilities for each resource

**B.4.4** Explain proposed project management services including:

- Role of the vendor project manager
- Use of project collaboration site
- Expected role of the City of New Bern program manager
- On-Site presence of vendor project manager
- Proposed quality assurance procedures

**B.4.5** Explain the expected City of New Bern staffing for the project including:

- Assumed participation in the project (average portion of FTE). This should include all time spent working on the project (including time spent with and without vendor consultants)
- Assumptions about prior skills / competencies of resources

**B.4.6** Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project team, end users, and technology personnel (if required).

- Explain any roles and responsibilities the City of New Bern is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.

**B.4.7** Complete Attachment 17 (Interfaces). Proposers should indicate their plan for the interfaces identified by the City of New Bern.

**B.4.8** Complete Attachment 13 (Conversions). The City of New Bern expects proposers to include all conversions listed in the RFP.

## 5. Ongoing Support and Hosting Services and post completion annual training

(Proposal Section 5.0) The proposal should specify the nature of any post-implementation and on-going support, including hosting services and training provided by the vendor including:

**B.5.1.** Complete Attachment 7 (Technical Specifications)

**B.5.2.** Complete Attachment 8 (Alternative Delivery Options) (if applicable)



**B.5.3.** Describe proposed services for hosting (if applicable) including:

- Information on the specific hosting services provided
- Service desk support services
- User Setup, Authentication and Management processes
- Application support
- Operational support services
- Technology infrastructure services
- Disaster recovery
- Will all products (including third party products) be hosted through the same provider?
- Will The City of New Bern need to host anything on its servers?

**B.5.4.** For each of the services proposed explain service levels that are used to guarantee performance for the City of New Bern through the proposed hosting agreement.

**B.5.5.** Complete Attachment 9 (Proposed Service Level Agreement)

**B.5.6.** Complete Attachment 10 (Maintenance and Support)

**B.5.7.** Describe ongoing and annual training provided as part of the proposal for users of the system

## 6. Exceptions to the RFP

**(Proposal Section 6.0)** All requested information in this RFP should be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The City of New Bern, at its sole discretion, may reject any exceptions or specifications within the proposal.

## 7. Sample Documents

**(Proposal Section 7.0)** Proposers should include sample copies of the following documents.

**B.7.1** Any sample agreements that the City of New Bern would be required to sign upon contract award. This would include any applicable software license agreements, professional service agreements, hosting agreements, third party agreements, etc.

**B.7.2** Sample Project Plan

**B.7.3** Sample of or excerpt from a business process assessment / system design document.

## 8. Price Proposal

**(Proposal Section 8.0)** - Proposers should submit their price proposal according to the format provided in Attachment 16 (Cost) to this RFP.

**B.8.1** Identify major milestones as part of the project. It is required that costs be invoiced upon completion of major milestones. Please provide a schedule of all payments necessary to complete the proposed scope.

**B.8.2** Complete and submit Attachment 16 (Cost)

- It is important that proposers use the format presented in this RFP even if an additional format is provided. Attachment 16 (Cost) should include total price for all software, services, and additional costs to acquire all software and services referenced in the proposal including third party prices. If third party products or services are included, do not provide separate version of Attachment 16 (Cost) for each third-party product.
- All pricing must be submitted as fixed by milestone. Costs listed as “to-be- determined” or “estimated” will not be considered responsive.
- All service costs must be provided on a task or completion basis with costs assigned to each milestone, deliverable and/or task. Proposers are required to fill in deliverables and tasks under the provided headers (project initial knowledge transfer, process analysis/system design, system build, testing, training, and closure) Additional detail may be provided to further explain deliverable/task costs.
- Proposers should include all software modules and state any limitations on module use. If no limitations are listed, the City of New Bern will consider that pricing is based on full enterprise wide access for the City of New Bern.
- Proposers can list out the price for a “base package” and “a-la-carte” add-on modules as Proposer sees fit. Additionally, pricing can be provided for vendor-hosted, SaaS, and/or City-hosted solutions.
- Proposers should clearly indicate one-time costs vs. recurring costs. Additionally, licensing can be proposed as per user, per concurrent user, per software license (with the anticipated number of licenses) or any other appropriate costing methodology that best suites the Proposer’s processes.
- Proposers must submit implementation costs as fully loaded rates that include all necessary travel or other expenses. By submitting a proposal, all Proposers acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones.
- Include pricing for a) conversion of historic data and b) convert x years of data (x=industry best practice, i.e. 5 years)
- Proposers may include any special financing arrangements as part of the proposal.

## Section C: Scope of Project

### 1. Project Scope

The project scope for procurement and implementation of software solutions is briefly described in the chart below. Specific functionality within each category listed below is more thoroughly described in Attachment 15 (Functional Requirements).

Financial	Human Resources/Payroll	Utility Billing	Other
General Ledger	Employee Records	Customer Information and Management	Asset File
Accounts Payable	Base Benefits Enrollment	Meter Interface	Service Requests
Accounts Receivable	Payroll Processing	Billing	Work Orders
Budget Preparation and Amendments	Personnel Evaluation	Accounts Receivable	Preventive Maintenance
Capital Assets	Position Management	Collections	Resource Tracking
Cash Management	Onboarding	Cashiering	Analytics
Purchasing	Time Entry	Treasury Management	Permitting
Inventory			

### 2. Project Scope - Implementation Vision

All of the departments participating in this project will follow the same business rules and security rules. Departments and business process owners will be able to run their own system reports. Reports will have drill-down functions so that users can drill down from a report to the source document. The City of New Bern will rely on the Proposers to recommend best practices to achieve this goal. The City of New Bern will also rely on Proposers to recommend and propose a method for storing documents that can be referenced and accessible within system transactions.

The City of New Bern will try to integrate as many functions as possible within the future application. This means minimizing or eliminating most current shadow systems, which have been created to primarily address reporting gaps or to meet true functional gaps. The City of New Bern has created functional requirements to describe these gaps and will rely on the Proposers to make recommendations on how to close these gaps.

All staff and will have access to portions of the new solution for employee self-service. Core users are identified below in section C.8. Process owners will receive high level training to ensure that they know how to support the software and make continuous improvements throughout the software lifecycle.

### 3. Project Scope - Implementation Services

The City of New Bern is aware of the level of effort required for an ERP System implementation. The City of New Bern also understands the importance of a disciplined implementation that includes services for project management, system design and documentation, testing, and training. The City of New Bern desires a project where implementation consultants will provide in depth consultation regarding process efficiencies and best practices and participate in configuring the ending solution.

### 4. Project Scope - Implementation Deliverables

To ensure quality throughout the implementation, the City of New Bern's project will include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the vendor and will be formally presented to the City of New Bern for review and sign off. For projects with multiple phases, the City of New Bern expects each phase to contain each deliverable (unless noted)

- 1) Comprehensive Project Plan - Detailed listing of tasks for the entire project that includes the following for each task: due date, responsibility, predecessors. Tasks to include on the project plan will include all implementation activity, deadlines, milestones, sign offs, review periods, and deliverables.
- 2) System Design Document - Work product that identifies major business process decisions as well as system configuration decisions for each in scope business process and system feature.
- 3) Testing Scripts - Test scripts based on the functional requirements and system design document that require successful completion of each item in scope (functional requirements) and the set-up of the system (system configuration).
- 4) Training Documentation - Complete system manual for how to use the configured system.

### 5. Project Scope - Hosting Services and/or Software as a Service

The City of New Bern has interest in hosted/off-premises, hosted/on-premises, or SaaS solutions as an option.

### 6. Project Schedule

See item A.13 above.

### 7. Statement of Work

The City of New Bern will require the development of a detailed statement of work, including a high-level project plan and a clear deliverable schedule, prior to contract signing. The statement of work will include and describe at least the following and may include additional items the City of New Bern deems necessary:

- Project scope
- Project milestones
- Project deliverables
- High level project schedule (listing of phases and go-live dates)
- Project resources
- Project roles and responsibilities
- Project change control procedures

### 8. Number of Users

The following user counts identify expected users within each functional area. Additional users may be required for extra help and proposers should plan to provide sufficient system access for The City of New Bern to fully implement their desired business processes. Proposals should include services to complete implementation and any appropriate training services to prepare all City of New Bern staff for using the system. (Note: Employees are counted in multiple columns).

<b>The City of New Bern Users</b>	
<b>Type of User</b>	<b>Estimated Number of Users</b>
Financials	15
Human Resources/Payroll	15
Utility Billing/Customer Service	105
Work Order/Permitting	45

### 9. Interfaces

Interface requirements have been included with the functional requirements and outlined in Attachment 17 (Interfaces). Proposers should respond to each functional requirement, including the interface requirements, to identify the proposed scope. Any positive response - “Y” or “Y-ND” is considered to be in-scope and all pricing for the proposed scope included in the submitted milestone pricing. Interfaces to the City of New Bern’s existing systems are critical to the project success.

It is the intent of the City of New Bern that the proposed system will be the work order system of record for all tasks related to the Utility Billing System. The requirements have been established to support this

strategy. It is envisioned that the UBS will generate service requests for all related tasks such as account (main service) turn on and turn off and meter/device malfunction and inconsistency review and these will be integrated to generate work orders to UBO service workers and technicians. Once the work orders are completed and closed integration will communicate information back to the UBO to complete other system processes such as customer notification and service task billing. It is also envisioned that the UBO meters and related transmission and support devices will be maintained and tracked in the new system. Therefore, meter and device information will need to be maintained in the proposed system. Please describe how you envision your proposed system supporting this type of integration.

## 10. Data Conversion

The City of New Bern understands the level of effort required to convert data and is interested in converting essential and required data required for the new system. Proposers are required to complete Attachment 13 (Conversions) and indicate the proposed data conversions that are included in scope.

## 11. Current Applications

The following applications are licensed or owned and used by the City for major business functions.

### Current Systems

CURRENT SYSTEMS		
Functionality	Application	In Scope for Replacement
Core Financials	Banner	Yes
Customer Information System	Hanson Technologies Advantage	Yes
HR/Payroll	Banner	Yes
Recruiting	People Trak (considering NeoGov)	Possible
Fleet Management	Manager Plus	Possible
SCADA	Various	No
Work Order System	Energov	Possible
Document Management	LaserFiche	Possible
Meter Reading	Eaton Cooper AMI	No
Meter Reading	Itron MVRS	Possible

3rd party bill print and electronic bill pay/presentment	Arista Info Systems & Southeastern Data Corporation	Possible
AutoCAD	AutoDesk	No
GIS	ESRI	No
Direct payment/deposit	ACH	Possible
Utility billing and Reporting	Hansen Advantage	Yes
Cashiering	Hansen Advantage	Yes
Check printing	SoftDocs	Yes
Benefits	Banner	Yes
Reporting	Banner	Yes
Prepay Services	Exceleron	Yes
Credit Card Processing (interfaced with Exceleron)	Point and Pay	Yes
Electronic Bill Presentment, credit card processing, e-billing	South Eastern Data Corp.	Yes
Outage Management System	Date Voice International	No

## Section D: Contract Terms and Conditions

Below are important contract terms and conditions that the City of New Bern expects to be part of an agreement with the finalist proposer(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in section B.8 of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below. The City of New Bern will carefully evaluate any exceptions to the terms and conditions listed below.

### 1. Hold Harmless

The Other Party agrees to hold the City and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

### 2. Payment on Behalf of Organization

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of Ten Million Dollars (\$10,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

### 3. Loss Controls/Safety

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.



#### 4. Severability

The provisions of these Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

#### 5. Insurance – Basic Coverages Required

##### A. Commercial General Liability

Other Party shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent Other Parties, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City of New Bern, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 **AND** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Other Party; products and completed operations of the Other Party; premises owned, leased or used by the Other Party; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of New Bern, its officers, officials, agents, and employees.

There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured’s work, when those exposures exist.

The Other Party’s Commercial General Liability insurance shall be primary as respects the City of New Bern, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of New Bern, its officers, officials, and employees shall be excess of and not contribute with the Other Party’s insurance.

The insurer shall agree to waive all rights of subrogation against the City of New Bern, its officers, officials, agents and employees for losses arising from work performed by the Other Party for the City of New Bern.

B. Workers' Compensation and Employer's Liability

Other Party shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000.00 each accident for bodily injury by accident, \$500,000.00 each employee for bodily injury by disease, and \$500,000.00 policy limit.

The insurer shall agree to waive all rights of subrogation against the City of New Bern, its officers, officials, agents and employees for losses arising from work performed by the Other Party for the City of New Bern.

The U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy when the services will be on or in close proximity to navigable waterways. The Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy when the contracted services involve the use of watercraft.

NOTE: Additional requirements needed if you have a borrowed servant, offshore platforms or federal act situations. (Federal Acts such as the Defense Base Act, Migrant and Seasonal Agricultural Worker Protection Act, and the Federal Coal Mine Health and Safety Act, etc.)

C. Business Auto Liability

Other Party shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000.00 each accident.

Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

Other Party waives all rights against the City of New Bern, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by Other Party pursuant to Section 11.C.1 of this agreement.

The Other Party's Business Auto Liability insurance shall be primary as the City of New Bern, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of New Bern, its officers, officials, and employees shall be excess of and not contribute with the Other Party's insurance.

D. Professional Liability Insurance

Other Party shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the Other Party's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the Other Party's services as defined in this contract. Coverage shall be written subject to limits of not less than \$ 1,000,000.00 per claim.

If coverage required in paragraph 1. above is written on a claims-made basis, the Other Party warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 (two) years beginning from the time that work under the contract is complete.

E. Deductibles and Self-Insured Retentions

The Other Party shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of New Bern is an insured under the policy.

F. Miscellaneous Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to the City of New Bern, PO Box 1129, New Bern, NC 28563.

If Other Party's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

G. Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by the City of New Bern.

H. Evidence of Insurance

The Other Party shall furnish the City of New Bern with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to

commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section 11.

With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to the City of New Bern with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

I. Sub Consultants

Other Party shall include all sub consultants as insureds under its policies or shall furnish separate certificates for each sub consultant. All coverage for sub consultants shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent Other Party's coverage, and the Other Party shall be responsible for assuring that all sub consultants are properly insured.

J. Conditions

The insurance required for this contract must be on forms acceptable to the City of New Bern. The Other Party shall provide that the insurance contributing to satisfaction of insurance requirements in Section 11. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the Other Party without prior written approval of the City of New Bern.

The Other Party shall promptly notify the Safety Officer at (252) 639-7574 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

The City of New Bern reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

Failure of the City of New Bern to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of the City of New Bern to identify a deficiency from evidence that is provided shall not be construed as a waiver of Other Party's obligation to maintain such insurance.

By requiring insurance herein, the City of New Bern does not represent that coverage and limits will necessarily be adequate to protect the Other Party and such coverage and limits shall not be deemed as a limitation of Other Party's liability under the indemnities granted to the City of New Bern in this contract.

The City of New Bern shall have the right, but not the obligation of prohibiting Other Party or any sub consultant from entering the project site or withhold payment until such certificates or other evidence

that insurance has been placed in complete compliance with these requirements is received and approved by the City of New Bern.

#### 6. No Presumption.

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

#### 7. Entire Agreement and Amendment.

This Agreement, including any Exhibits attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not set forth herein. This Agreement shall not be altered or amended except in writing signed by all Parties.

#### 8. No Assignment.

No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

#### 9. Conflict of Interest.

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

#### 10. Non-Waiver of Rights.

It is agreed that the CITY's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

#### 11. Binding Effect.

Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

#### 12. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of this Agreement.

### 13. Interpretation/Governing Law

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be New Bern, Craven County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

### 14. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

### 15. Time

Time is of the essence in this Agreement and each and all of its provisions.

### 16. Immunity Not Waived

This Agreement is governmental in nature, for the benefit of the public. Other Party acknowledges that City reserves all immunities, defenses, rights or actions arising out of City's sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of City's entry into this Agreement.

### 17. Non-Appropriation

In the event no City funds or insufficient City funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the City will immediately notify Other Party of such occurrence and this Agreement shall create no further obligation of the City as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the City of any kind whatsoever.

### 18. Authority to Act/IDA Certification

Each of the persons executing this Agreement on behalf of Other Party does hereby covenant, warrant and represent that the Organization is a duly organized and validly existing \_\_\_\_\_, that the \_\_\_\_\_ has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the Other Party were authorized to do so. The undersigned certifies that Other party is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes.

## 19. Non-Discrimination

Other Party will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, Other Party will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY's option, in a termination or suspension of this agreement in whole or in part.

## 20. E-Verify

As a condition of payment for services rendered under this agreement, Other Party shall comply with the requirements of Article 2 Chapter 64 of the General Statutes. Further, if Seller provides the services to the City utilizing a subcontractor, Seller shall require the subcontractor to comply with requirements of Article 2 Chapter 64 of the General Statutes as well.

## 21. Iran Divestment Act Certificate

Other Party certifies that, as of the date of this agreement, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 147-86.59, CONSULTANT shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

## 22. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

## 23. Minority Business Enterprise (MBE)

The City desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.
2. Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

4. Provide technical assistance as needed.
5. Promulgate and enforce contractual requirements that the general Other Party or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The Other Party shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The Other Party shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the Other Party to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty (51%) percent owned and controlled by women who exercise actual day-to-day management.

The Other Party shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The Other Party agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

## 24. Key Personnel

The City of New Bern requires assurances as to the consistency and quality of vendor staffing for its project. Key points of the City of New Bern's key personnel provision include:

- D.7.1 The City of New Bern shall have the ability to interview and approve key personnel proposed by the vendor.
- D.7.2 The City of New Bern shall have the right to dismiss key personnel from the project.
- D.7.3 Vendor key personnel may not be removed from the project without the City of New Bern's approval.

## 25. Implied and Express Warranty

The Proposer will expressly warrant that the proposed and implemented system will conform in all material respects to the in scope requirements and specifications as stated in this RFP including the



functional requirements in Attachment 15 (Functional Requirements) for a period no less than 24 months after Final Acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to The City of New Bern by any other clause of this proposal.

## 26. Express Warranty Remedy

The City of New Bern requires that the vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the vendor will refund the full amount paid for the software, implementation and any paid hosting and/or maintenance costs.

## 27. System Acceptance

For purposes of acceptance of the system (or portions thereof), the City of New Bern intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

"Conditional Acceptance" will occur at or prior to go-live. The City of New Bern will have up to forty-five (45) days to test the system ("pre-live testing") before going live. If after the pre-live testing the system performs in accordance with the system specifications (including the design document and functional requirements), the City of New Bern will issue "Conditional Acceptance." The 45-day time frame for Conditional Acceptance shall be extended if problems are found in the pre-live test. Specifically, the City of New Bern expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed.

The City of New Bern will have a 90-day period after Conditional Acceptance to "live test" the system. Live testing is the City of New Bern's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the City of New Bern by the vendor during the course of the project.

If after the live testing the system performs in accordance with the system specifications (including the design document and functional requirements), the City of New Bern will issue "Final Acceptance." The 90-day period for Final Acceptance shall be extended if problems are found in the live test. Specifically, the City of New Bern expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

## 28. Milestones

The City of New Bern requires that all payments be based on successful completion of milestones. After the City of New Bern's acceptance of the milestone, the vendor will invoice for any applicable milestone payments. Milestone payment amount shall either be a fixed fee or hourly based on the amount of time spent on the milestone up to a not-to-exceed limit.

### 29. Additional Users and Modules

The City of New Bern will require “price protection” for a minimum of two (2) years from the effective date of the agreement for additional users and modules that are listed in the proposal but are not initially purchased.

### 30. Restrictions on Growth

The City of New Bern requires that any proposed licenses or fees to access the software be adequate to allow the City to use the system unrestricted for all business purposes of the City of New Bern and the City’s agencies, departments, and other third party entities listed in this RFP. The City of New Bern will not be subject to expansion fees, additional license purchases, or fees for additional users, increases in the City of New Bern employee count, budget size, population size, or data storage requirements for a period of ten (10) years from the effective date of the agreement.

### 31. Delivery of the Project Plan and Other Key Deliverables

The project plan is to be delivered within a contractually specified timeframe after contract signing. Failure to achieve Conditional Acceptance, as defined in D.28, for each separate deliverable as defined in C.7 (Vendor’s Scope of Work) will result in the assessment of liquidated damages in the amount of \$1,500 per calendar day. Delay or failure to reach Final Acceptance within the timeframe defined in D.28 will result in the assessment of liquidated damages of \$1,000 per calendar day until achievement of Final Acceptance.

## Section E: Attachments

### 1. Attachment 1 (RFP Submittal Checklist)

Item	Submitted
Attachment 1 (RFP Submittal Checklist)	
Attachment 2 (Signature Page)	
Attachment 3 (Proposer Statement)	
Attachment 4 (Scope of Proposal)	
Attachment 5 (Company Background) include most recently audited financial statements	
Attachment 6 (Reference Form)	
Attachment 7 (Technical Specifications)	
Attachment 8 (Alternative Delivery Options)	
Attachment 9 (Proposed Service Level Agreement)	
Attachment 10 (Maintenance and Support)	
Attachment 11 (General Provisions)	
Attachment 12 (Additions, Deletions and/or Exceptions)	
Attachment 13 (Conversions)	
Attachment 14 (Litigation Disclosure)	
Attachment 15 (Functional Requirements)	
Attachment 16 (Cost)	
Attachment 17 (Interfaces)	
Attachment 18 (Staffing)	
Exceptions to the RFP (Optional)	
Sample Documents	

## 2. Attachment 2 (Signature Page)

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the proposer will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

**Submitting Firm:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

### **Contact Information for Main Point of Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

### 3. Attachment 3 (Proposer Statement)

By submitting a response, the respondent acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addenda. Any failure by the proposer to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. The City of New Bern is not responsible for any conclusions or interpretations made by the proposer on the basis of the information made available by the City of New Bern.

The following addenda have been acknowledged and are included in our response. Proposals that do not acknowledge addenda may be rejected.

Addendum#	Initials

---

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

---

SIGNATURE OF AUTHORIZED AGENT

---

DATE

4. Attachment 4 (Scope of Proposal)

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP in Section A and Section C.

**Software and Implementation Services:**

- Implementation Services Proposed
- Not Proposed

Primary Software Firm: \_\_\_\_\_

Software Product(s) Proposed, with version of each

Software Product	Version

Primary Implementation Firm \_\_\_\_\_

**Technology Services:**

- Hosting Services Proposed
- Software as a Service Proposed

Hosting Provider (if applicable): \_\_\_\_\_

Hosting Location (where all City of New Bern data will be stored) \_\_\_\_\_

**Third Party Products/Services**

- Third Party Products/Services Proposed (use table below)
- No Third Party Products/Services Proposed

Firm	Purpose


Name and Signature of Submitter: \_\_\_\_\_

## 5. Attachment 5 (Company Background)

Complete one form for each firm included in the proposal.

<b>COMPANY BACKGROUND</b>	
<b>Company Information</b>	
Company Name	
Location of Corporate Headquarters	
Number of Total Employees	
Number of Employees Providing Implementation Services (if applicable)	
Number of Employees Supporting Product (Maintenance and Support) (if applicable)	
Number of Employees Dedicated to Product Development (if applicable)	
<b>Proposer Experience</b>	
Number of years in business	
Number of years providing systems/services to public sector	
<b>Customer Base</b>	
Number of clients using proposed software/services	
Last five most recent contracts	
Number of other public sector utility clients in NC	
List all clients in North Carolina	



<b>Market Focus:</b>	
Identify other industries serviced (other than local governments)	
<b>If not Primary Proposer</b>	
Number of past projects partnering with primary proposer	
Official Partnership status/certification (if applicable)	

Please list ALL prior or pending litigation, either civil or criminal, including complaints or actions by any regulatory agencies; in which the Proposer, any of its partners, members or employees is or has been involved within the last ten (10) years. If none, then so state.

## 6. Attachment 6 (Reference Form)

Please provide at least five (5) references for past projects that include products and services similar to those proposed for this RFP. Please use the following format in submitting references.

### GENERAL BACKGROUND

Name of Client: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

Software Program/Version: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Employees: \_\_\_\_\_ Size of Operating Budget: \_\_\_\_\_

### PROJECT SCOPE

Please indicate (by checking box) functionality installed:

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> Financials | <input type="checkbox"/> Utility Billing (Water and/or Sewer) |
| <input type="checkbox"/> HR         | <input type="checkbox"/> Utility Billing (Electric)           |
| <input type="checkbox"/> Payroll    | <input type="checkbox"/> Customer Information                 |
| <input type="checkbox"/> Other      |   |

### TECHNOLOGY INFORMATION

Hosted? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, hosting provider: \_\_\_\_\_

### IMPLEMENTATION INFORMATION

Project Duration: \_\_\_\_\_

Initial Go-Live: \_\_\_\_\_

Describe Role on Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Challenges: \_\_\_\_\_

Major Accomplishments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Attachment 7 (Technical Specifications)

<b>TECHNICAL SPECIFICATIONS</b>	
<b>Required Licenses</b>	
Is the system available to be hosted by the City of New Bern?	Yes / No
Platforms supported	
Optimal and minimum network requirements	
Optimal and minimum database requirements	
Optimal and minimum server requirements	
Optimal and minimum desktop (client) requirements	
Is content delivered through a web browser (which browsers supported?)	
<b>Reporting</b>	
Does the software come with a report writer?	
(Which one)	
Does the report writer utilize a separate database?	
<b>Security</b>	
What security tools are provided in software?	
Identify data encryption approach used	
Does system support active directory?	
Does system support single sign on?	
Where would the City's data be stored?	

<b>Network Bandwidth</b>	
What are the bandwidth requirements for optimal performance?	
<b>Deployment</b>	
How is the system installed on individual workstations? How are updates/patches installed?	

## 8. Attachment 8 (Alternative Delivery Options)

\*Attach additional pages if necessary

<b>ALTERNATIVE DELIVERY OPTIONS</b>	
<b>Options</b>	
Is system available through ASP model? (City of New Bern owns license; system hosted by vendor)	Yes/No
Is the system available through SaaS model? (City of New Bern pays monthly service fee)	Yes/No
Is the system available through a managed services model? (City of New Bern owns and hosts system; vendor maintains system)	Yes/No
Where is the data center and disaster recovery data center located?	
<b>Network Bandwidth</b>	
If ASP or SaaS, what are the internet bandwidth requirements for optimal performance?	
<b>Contract</b>	
Describe any minimum contract periods (example: Minimum of 5 year)	
After contract period, is it possible to transition to self-hosted model? Describe what is required for transition and cost	
<b>Proposed Services</b>	
Number of database instances (please list)	
Describe proposed disaster recovery services	

Describe proposed application availability service level	
<b>Security</b>	
Describe security including firewalls, authentication, and architecture of data center	
Describe network level security	
Describe physical security of data center	
Describe data center security policies including background checks on employees and other measures to protect confidentiality and sensitivity of the City of New Bern’s data	
<b>Support</b>	
Describe operations support	
Describe backup procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.	

Describe process for installing patches and updates	
Describe process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update	

## 9. Attachment 9 (Proposed Service Level Agreement)

If hosting services are proposed, please complete the following table identifying proposed service level guarantees. For each service, please indicate the metric used to measure the service quality, the proposed requirement (target for service), and the proposed remedy/penalty if guarantee is not met.

Proposed Service Level Guarantees			
Service	Metric	Requirement/Guarantee	Remedy if Not Met
System Availability (Unscheduled Downtime)			
System Response (Performance)			
Issue Response Time			
Issue Resolution Time			
System Data Restore			
Implementation of System Patches			
Notification of Security Breach			
Please list other proposed service levels			

Proposed Service Level Guarantees	
How is performance against service levels reported to the City of New Bern	
Describe the process for the City of New Bern reporting an issue to the vendor	



10. Attachment 10 (Maintenance and Support)

<b>PROPOSED MAINTENANCE AND SUPPORT</b>	
<b>Post-implementation Support:  </b>	
Days of on-site support after go-live	
Other on-site support after go-live (month-end, quarter-end, year-end, open enrollment, etc.)	
<b>Telephone Support:</b>	
Hours available (and time zone)	
Problem Reporting and Resolution Procedures	
Response time for various levels of severity	
<b>User Groups:</b>	
Local User Group	
User Group Members (number)	
<b>Third Parties:</b>	
Support provided for third party products?	
<b>Upgrades/Patches:</b>	
Upgrade Frequency (major and minor releases)	
How are upgrades delivered?	
Are upgrades required?	
How many versions are currently supported?	

## 11. Attachment 11 (General Provisions)

### CITY OF NEW BERN GENERAL PROVISIONS PURCHASE ORDER/CONTRACT

1. **QUESTIONS CONCERNING THIS PURCHASE ORDER/CONTRACT:** All questions, concerning this purchase order should be directed to the Ship To: Department shown on purchase order.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bills of lading. The City of New Bern (hereinafter "the City") will not be responsible for goods delivered exceeding \$500 without a purchase order.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the Ship To: Department immediately. All prices are quoted F.O.B. DESTINATION unless specifically indicated otherwise.
4. **INVOICES:** Invoices are to be emailed to [accountspayable@newbern-nc.org](mailto:accountspayable@newbern-nc.org) or mailed to the City of New Bern, Attn: Accounts Payable. PO Box 1129, New Bern, NC 28563. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number and Ship to Department should be referenced on all invoices. Do not mail invoices to the Ship to Department, this could result in delayed payments.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net thirty (30) days from the date received and approved. The City does not agree to payment of late charges or finance charges assessed by the Seller for any reason. Invoices are "payable in U.S. currency, check, credit card, wire transfer or ACH" at the sole discretion of the City as to the method of payment.
7. **AVAILABILITY OF FUNDS:** Any and all payments to the Seller are dependent upon and subject to the availability of funds to the City for the purpose set forth in this order. In accordance with N.C.G.S. 159-28(a), "This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."
8. **NON-APPROPRIATION:** All funds for payment by City under this Contract are subject to the availability of any annual appropriation by the governing board.
9. **TAXES:** The City is not Tax-Exempt. All applicable NC State sales taxes shall be paid by the City. Seller shall itemize taxes on the Seller's invoice by the NC County in which goods and services are received. It should be noted that the City is exempt from Federal Excise Tax except as required by law.

10. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without the Purchasing Manager's written consent. Any unauthorized quantity is subject to rejection and return at Seller's expense.
11. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The Seller shall absorb any increase in rates becoming effective after the date hereof. The Seller agrees to assume and pay all extra expense occurring on account of improper packaging.
12. **SERVICES PERFORMED:** All services rendered under this purchase order will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
13. **INSURANCE:** During the term of this purchase order, Seller shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; "City of New Bern", PO box 1129, New Bern, NC 28563, shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; (c) Workers Compensation Insurance, as required by the general statutes of the State of North Carolina, and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of services.
14. **APPLICABLE LAWS:** By the acceptance of this order, Seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the City against any loss, cost, liability or damage by reason of Seller's violation of any laws.
15. **CANCELLATION:** The City reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the Seller not to perform as agreed. The City reserves the right to terminate this Agreement at any time, with or without cause.
16. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the City's right of inspection and rejection. Risk of loss and title to all goods shall remain with the Seller until acceptance has been made by the City. If goods are rejected, they will be returned at Seller's risk for credit or replacement at the City's option and all handling and transportation expenses both ways shall be assumed by the Seller. When goods have been rejected, the City shall have the right to cancel

any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the City may have against the Seller.

17. **WARRANTY:** The Seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the City and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the City. The Seller also warrants that the goods do not infringe any “patent, registered trademark or copyright and agrees to hold the City harmless in the event” of any infringement or claim thereof. Additionally, Seller warrants that the goods are free and clear of all liens and encumbrances and that Seller has a good and marketable title to the same.
18. **HAZARDOUS CHEMICALS:** The Seller shall ensure that any container of a hazardous chemical is labeled, tagged or marked with information required by OSHA’s Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA or DOT requirements.
19. **SAFETY DATA SHEETS (SDS):** The Seller shall ensure that the City is provided an appropriate current SDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the SDS is updated.
20. **NON-DISCRIMINATION POLICY:** The City does not discriminate on the basis of race, color, sex, sexual orientation or national origin, religion, age or disability or political affiliation. Any Sellers who provide services, programs or goods to the City are expected to fully comply with State and Federal nondiscrimination requirements.
21. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
22. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker’s compensation, pension or retirement benefits.
23. **GOVERNING LAW:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined. All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
24. **E-VERIFY:** As a condition of payment for services rendered under this agreement, Seller shall comply with the requirements of Article 2 Chapter 64 of the General Statutes. Further, if Seller provides the services to the City utilizing a subcontractor, Seller shall require the subcontractor to comply with requirements of Article 2 Chapter 64 of the General Statutes as well.

25. IRAN DIVESTMENT ACT CERTIFICATION: Seller certifies that, as of the date of this purchase order, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 147-86.59, Seller shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List

## 12. Attachment 12 (Additions, Deletions and/or Exceptions)

Please state any and all Additions, Deletions and Exceptions that you are taking to any portion of this solicitation. If not addressed below, then the City of New Bern assumes that the Proposer will adhere to all terms and conditions listed

## 13. Attachment 13 (Conversions)

(See Separate Excel Spreadsheet)

## 14. Attachment 14 (Litigation Disclosure)

Please list ALL prior or pending litigation, either civil or criminal, including complaints or actions by any regulatory agencies; in which the Proposer, any of its partners, members or employees is or has been involved within the last ten (10) years. If none, then so state.

## 15. Attachment 15 (Functional Requirements)

(See Separate Excel Spreadsheet)

## 16. Attachment 16 (Cost)

(See Separate Excel Spreadsheet)

## 17. Attachment 17 (Interfaces)

(See Separate Excel Spreadsheet)

## 18. Attachment 18 (Staffing)

(See Separate Excel Spreadsheet)