

**City of Elk Grove
ADDENDUM**

**Finance Department
Delivery and Implementation for a Budget Software Solution**

ADDENDUM NO. 1

March 3, 2023

TO ALL PROSPECTIVE PROPOSERS:

This addendum is being issued to the Finance Department Delivery and Implementation for a Budget Software Solution (RFP).

Submit proposals for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the Request for Proposal.

This addendum is being issued to include the City’s Standard General Services Contract (Attachment B) as referenced in the Payment Terms and Guidelines for Proposal sections of this Request for Proposal.

The City sends addendum electronically only.

Approved By: Nathan Bagwill
Nathan Bagwill, Budget Manager

Dated: 3/3/2026 | 11:09 AM PST

Acknowledged By: _____
Proposer’s Signature

Dated: _____

Proposer’s Name (Printed): _____

Contractor’s Name (Printed): _____

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1 MUST BE INCLUDED
AS PART OF THE BID PROPOSAL**

CITY OF ELK GROVE



Request for Proposals

For

Delivery and Implementation for a Budget Software Solution

**City Clerk's Office
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758**

Proposals Due by 5:00 pm on March 13th, 2026

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for Budget Software Solution in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

The proposed system will promote efficient collaboration across departments, improve budget transparency, and ensure that all stakeholders can access and manage financial data effectively. The project will require an expedited implementation, with final implementation and staff training no later than the end of the 2026 calendar year.

Service Providers are encouraged to propose on all of the required services in the Scope of Work of this proposal. In order to best meet its needs, the City reserves the right to contract for each required service individually or as one or more packages. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Electronic Submission:

Proposals may be submitted electronically in pdf form, and emailed to the office of the City Clerk at cityclerk@elkgrove.gov prior to 5pm on March 13th, 2026. Submittals in pdf format must be fully ADA compliant. Large files may be sent using a cloud-based system such as Dropbox. Service Providers shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Service Provider does not receive a confirmation from the City Clerk that the proposal has been received, Service Provider should assume the transmission failed and either resubmit or arrange for another method of delivery. Service Providers are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

Questions regarding this RFP are to be directed by e-mail to: Nathan Bagwill, Budget Manager at nbagwill@elkgrove.gov. Such contact shall be for clarification purposes only. The City must receive all questions no later than Thursday, February 26th, 2026. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under "Notice" for the RFP announcement.

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each Service Provider assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Service Provider and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Service Providers are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City reserves the right to accept any proposal, reject any and all proposals, and to call for new proposals or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

Proposal Evaluation and Award:

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to the responsible Service Provider who best meets the City's needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Service Provider if the successful Service Provider refuses or fails to execute the contract. All Service Providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Register with the California Secretary of State:

Unless Service Provider is a sole proprietorship or general partnership, Service Provider must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Service Provider and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>

Disclosure of Submitted Materials:

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

Waiver of Irregularities:

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Service Provider submitting any such non-compliant proposal, all in the City's sole discretion.

Local Vendor Preference:

A bid or proposal from a local vendor for commodities, equipment, and general services will be tabulated as if it were five (5%) percent below the figure actually set forth in the bid or proposal, up to a maximum preference of Fifty Thousand and no/100th (\$50,000.00) Dollars per bid or proposal, to account for the financial advantages accruing to the City by the award of a bid to a local vendor. Bids or proposals submitted in response to this RFP will be evaluated on the basis of a local preference of five (5%) percent of the bid or proposal price.

"Local vendor" means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor for the purposes of Section 3.42.230 of this Code, the vendor shall submit with its bid or proposal a completed City-provided affidavit that documents the following: 1) the business has a facility with a City of Elk Grove address, 2) the business has, during at least one (1) year immediately preceding the submission of the bid or proposal, attributed sales tax to the City of Elk Grove, and 3) the business has had a City of Elk Grove business license for at least one (1) year prior to the submission of the bid or proposal. The affidavit can be obtained by accessing the Request for Proposal and Bids section of the City website, <http://www.elkgrovecity.org/community/request-for-proposal.asp>.

Validity of Pricing:

Service Providers are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

No Guarantee of Usage:

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Service Provider must furnish the City's needs as they arise.

Demonstrations:

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Service Provider shall respond promptly and arrange a demonstration at a convenient location. Failure to a demonstration as specified by the City may result in rejection of a proposal.

Use of Other Governmental Contracts:

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

Qualification/Inspection:

Proposals will only be considered from Service Providers normally engaged in providing the services specified herein. By responding to this RFP, the Service Provider consents to the City's right to inspect the Service Provider's facilities, personnel, and organization at any time, or to take any other action necessary to determine Service Provider's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any

or all responding Service Providers and/or to award a contract without conducting interviews.

Acceptance and Conditions

The services rendered in response to the RFP must comply fully with the terms of the RFP. The City will make payment only after the services rendered are reviewed and accepted as complete by the City.

Other Governmental Entities:

If the Service Provider is awarded a contract as a result of this RFP, the Service Provider shall, if the Service Provider has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as Attachment B. In submitting proposals under these specifications, Service Providers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

Performance:

It is the intention of the City to acquire services as specified herein from a Service Provider that will give prompt and convenient service.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of five years with five one-year extensions, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Service Provider or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Service Provider or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the Contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Service and support:

All Service Providers shall explain how all on-going service and support shall be handled by the Service Provider and the City of Elk Grove.

Records:

The Service Provider shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Service Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Service Provider shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

(See next page for Guidelines for Proposal)

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Written proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

Digital submissions shall include bookmarks for each section with an easy to read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Nathan Bagwill
Budget Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

The letter shall include the Service Provider's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Service Provider's understanding of the project based on this RFP and any other information the Service Provider has gathered. Include a statement discussing the Service Provider's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The service provider shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Service Provider's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Service Provider. List types and locations of similar work performed by the Service Provider in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

4. Work Plan

The work plan must state the Service Provider's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the Service Provider that might create a conflict of interest for the Service Provider or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Service Provider's qualifications.

7. Fees

This section should include the cost for requested services outlined in the Scope of Work, and must specifically itemize the fees for the services stated under the Specifications section of the Scope of Work. Service Providers are required to provide line item descriptions and pricing, applicable sales tax, and a total final price. No cost increases shall be passed onto the City after the proposal has been submitted. Tax is to be listed as a separate line item.

8. Secretary of State

Service Provider shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.

9. General Services Contract:

Attached to the RFP (Attachment B) is a copy of the City's standard General Services Contract (Contract). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Vendors should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Vendor's response shall not be allowed after the selection of the Vendor. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Automobile Liability	Non-Commercial Auto acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	Requirement extends 1 year past contract expiration

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

(See next page for Scope of Work)

SCOPE OF WORK

Introduction:

The proposed system will promote efficient collaboration across departments, improve budget transparency, and ensure that all stakeholders can access and manage financial data effectively. The project will require an expedited implementation, with final implementation and staff training no later than the end of the 2026 calendar year.

The selected system must exemplify ease of use and will play a crucial role in both day-to-day budgeting tasks and long-term financial planning, ensuring smooth integration with the City's existing tools and processes, particularly Central Square's Finance Enterprise (ERP) for actuals data conversion.

OBJECTIVES:

- **Fully Integrated System**
 - Not a stand-alone tool; must integrate seamlessly with City's ERP Central Square Finance Enterprise.
- **Streamlined Workflows**
 - Built-in, trackable workflows to remove reliance on email follow-ups.
 - Easy for departments to use and for Budget Staff to manage.
- **Robust Data Functionality**
 - Automated summary-level data per City specifications.
 - Full drill-down capabilities throughout the system.
- **Automated Reporting**
 - Automated Fund Tables, ad hoc tables, and Fund Summaries.
 - Reduce manual creation of budget book elements.
- **Budget Book Production**
 - Generate both PDF and online versions seamlessly that are WCAG 2.1 AA ADA compliant .
 - Improve formatting efficiency compared to current MS Word process.
- **Support for Multi-Fund Operations**
 - Provide solutions for organizing and managing multi-fund divisions (e.g., Public Works O&M).
- **User-Friendly Experience**
 - Intuitive interface with vendor-provided training materials and classes.
- **High-Touch Vendor Support**
 - "White Glove" implementation—vendor handles majority of setup and configuration.

SPECIFICATIONS AND REQUIRED SERVICES:

IMPLEMENTATION AND TIMELINE

- The system must offer an out-of-the-box configuration, with a project implementation period of approximately 4-6 months.
- Administrator/super-user staff must be trained by October 2026.
- All department staff must be trained to use the system, including data entry, by December 2026.

INTEGRATION WITH EXISTING SYSTEMS

- The system must integrate seamlessly with Central Square's Finance Enterprise ERP for the conversion of actuals data.

USER-FRIENDLY INTERFACE

The system should be user-friendly, enabling line-level department staff to efficiently make budget entries, itemize line items, provide justifications, and access budget information.

CUSTOMIZABLE LINE-ITEM PRESENTATION

The system must allow for a clear presentation of line-item budget requests and details, customizable for review by Executive Management and the Leadership Team. The system should provide the ability to include detailed notes and supporting information, while also allowing Executive Management to control which details are displayed in high-level summaries, ensuring that only the most relevant information is shown.

RECORD KEEPING AND JUSTIFICATIONS

The system must maintain a record of budget requests, item details, and comments/justifications provided by staff, allowing users to refer to these records after the budget is adopted.

APPROVAL WORKFLOW

The system should include a workflow that facilitates an approval process across department staff, department management, finance staff, and executive management.

USER ACCESS MANAGEMENT

User access features should be configurable, allowing staff to view only the information assigned to them. Ideally, this feature will be managed by the City staff. Strong preference is for capability of a single sign-on for users integrated with the City's Active Directory log-ins.

DOCUMENTATION AND TRAINING

The system must include comprehensive user guides and documented training materials as well as training sessions.

INTERACTIVE REPORTING

The system must offer interactive report configurations, including charts, graphs, and drill-down options for detailed budget analysis.

VIRTUAL BUDGET BOOK

The system should offer a virtual budget book option that can present the City's budget data in a clear and accessible format for both internal and external stakeholders that meets WCAG 2.1 AA ADA compliance requirements.

CLOUD HOSTING

The system must be cloud-hosted to ensure scalability, security, and accessibility for all users. Updates must be tested against our ERP system to ensure compatibility. The vendor will be responsible for updating the integration to work with new version of the ERP

ONGOING SUPPORT AND IMPROVEMENT

The vendor must provide ongoing support for feature requests and system improvements post-implementation.

PLEASE ALSO INCLUDE AND PRICE SEPARATELY (UNLESS ALREADY INCLUDED IN STANDARD PACKAGE/SOLUTIONS):

PERSONNEL BUDGETING & FORECASTING

A personnel forecasting module should be included, capable of projecting direct costs for both full-time and part-time staff.

CAPITAL BUDGETING

The system should provide functionality for capital budgeting and projections for up to 10 years.

Deliverables

The City of Elk Grove is looking for a budget system that not only integrates seamlessly with its existing infrastructure but also ensures a smooth, efficient, and collaborative budget process. The vendor must be prepared to meet the City’s requirements.

At the conclusion of the installation, the successful Proposer shall provide functional testing sessions to demonstrate to the City project team a fully functioning system meeting the agreed upon specified list of functionalities. The Proposer shall also provide:

- a. Administrative documentation of the system sufficient to perform administrative tasks such as managing user accounts, controlling items in a workflow, auditing past items, creating detailed reports.
- b. End-user documentation of sufficient quality to demonstrate system features and functions to a person of basic computer literacy, both in the office and field.
- c. All documentation and reports in electronic format.
- d. Services and/or tools to perform the administrative and reporting tasks specified.
- e. A training plan.

This checklist has been provided to assist proposers in complying with RFP requirements. Each item on the checklist must be included in the proposal and shall be cross-referenced to the proposal page where the item is located.

	Attached
<p>Section A. Completed Proposer Checklist This checklist has been provided to assist proposers in complying with RFP requirements. Each item on the checklist must be included in the proposal and shall be cross-referenced to the proposal page where the item is located.</p>	<input type="checkbox"/>
<p>Section B. Company and Partner (if applicable) Information and Qualifications Form (and questions) Including Any Third Party or Sub Consultant. All pages in this section must be completed and must be submitted on the form provided or its copy. All questions in this section must be submitted on a separate document with the title, “Company Information and Qualifications”. If Proposer is submitting an RFP with a separate company as the implementer, the implementing company must complete the <i>Partner Information and Qualifications</i> document and submit it in the same manner.</p>	<input type="checkbox"/>
<p>Section C. Desired Functionality Matrix (and questions) All pages in this section must be completed and must be submitted on the form provided or its copy. All questions in this section must be submitted on a separate document with the title, “Budget Software Solution Functional Requirements”.</p>	<input type="checkbox"/>
<p>Section D. Technical Specifications All sections of this document must be completed and submitted on the form provided or its copy.</p>	<input type="checkbox"/>

<p>Section E. Price Proposal (and questions) All costs associated with the implementation and ongoing expense required to maintain this system and provide technical support to the City must be identified and submitted using the template provided. All questions in this section must be submitted on a separate document with the title, "Hosted or Software-as-a-Service Pricing".</p> <p>If your pricing structure for hosted software does not fit into the format provided, present it in a format that fits your model, but please present it in a format that is easy to understand.</p>	
<p>Section F. Proposal Summary Proposer shall attach an executive summary that discusses the highlights, key features, and distinguishing points of the proposal. This summary should be <i>specifically tailored</i> to the scope of services requested herein, and not a boilerplate marketing flyer for the product.</p>	
<p>Section G. Scope of Services Proposer shall attach a narrative containing a complete description of the scope of services (including major tasks and subtasks) that the Proposer intends to provide in order to achieve the Project objectives set forth above. The Proposer may identify additional services in the narrative if the Proposer believes the changes will assist the City in more efficiently and effectively meeting the City's expectations.</p>	
<p>Section H. Statement of Qualifications Proposer shall attach a narrative that includes a detailed description of its organization and the experience of its employees who will be working on the Budget Software Solution . The description must include, at a minimum:</p> <ol style="list-style-type: none"> 1. Identification of the project manager, alternate project manager, and key team members 2. Organizational responsibilities and detailed descriptions or resumes of each representative 3. The role of each individual regarding the project 4. Summary of the experience and technological expertise, including certifications, of the staff performing the installation and/or configuration 	

<p>Section I. Implementation Plan Proposer shall <i>attach a detailed Implementation Plan</i> for the entire project. The plan should include the major tasks for the scope of services described in this RFP. The scheduled milestones should be expressed in terms of days or weeks from the time the Agreement is executed. Time is of the essence in commencing the delivery of services. The City reserves the right to determine the implementation timetable based on calendar and fiscal restraints.</p>	
<p>Section J. Training Plan Proposer shall <i>attach a narrative</i> that describes the training that will be provided to the City's staff to perform all necessary functions as an end-user or administrator of the Budget Software Solution using the recommended tools and/or services.</p>	
<p>Section K. Ongoing Customer Service and Technical Support Options Proposer shall <i>attach a narrative</i> that describes the proposer's capacity to provide the City with technical support during and after implementation. The narrative should include:</p> <ol style="list-style-type: none"> 1. Extended warranties or maintenance agreements provided by the Proposer, including all services provided, for the duration of the agreement along with any annual extensions. <p>Software maintenance desired:</p> <ol style="list-style-type: none"> a. Technical website support available 24/7 b. On-site support, if necessary c. All updates and software patches as they become available d. Support for problems arising from applying updates and patches <p>Ongoing options and cost for customer service and support</p>	
<p>Section L. Copy of Elk Grove Business License or Letter of Intent to Apply for License</p>	

Company Information and Qualifications

Fill out all information and answer all questions in as detailed a manner as possible.

Proposing Vendor and Software Information	
Company Name	
1. Primary Contact Information	
Name and Title of Primary Contact	
Company Address	
Phone	
Email Address	
Years with Company	
2. Key Personnel Contact Information	
Name and Title of Key Personnel	
Company Address	
Phone	
Email Address	
Years with Company	
3. Key Personnel Contact Information (Cont. if necessary)	
Name and Title of Key Personnel	
Company Address	
Phone	
Email Address	
Years with Company	
4. Regional Offices and Staff	
Location and size of office serving the City	
Range of services provided by the office (customer services, technical support, troubleshooting,	

Company Information and Qualifications

5. Company Information	
Year Founded	
Fiscal Year End	
Revenue: Current Year	
Revenue: Prior Year	
Parent Company (If separate)	
6. Number of Vendor Employees	
Total Worldwide	
Total in U.S.	
Number dedicated to the proposed software	
U.S. number dedicated to the proposed software	
7. Number of Customers Using the Proposed Software	
Total in U.S.	
Total in California	
Number of agencies in California using the proposed software	
8. Implementation Model	
How is your system implemented? Through your company, or an implementation partner?	
9. Version Schedule	
Current version and release date	
Estimated release date for next version	
Typical release schedule & time to install (if applicable)	
Number of prior versions supported (if applicable)	
Cost (if any) for version upgrades	

Company Information and Qualifications

Please provide responses to the following questions.

1. In separate paragraphs, briefly describe the experience the primary and key personnel on this project have in creating and/or implementing budget management systems similar to the system being proposed for the City.
2. Briefly describe your company (including parent company information, acquisitions, mergers, etc.) and the characteristics that set your company apart.
3. Disclose any recent litigation (and outcomes) and litigation currently underway.
4. Provide a list of cities, agencies, and/or department customers using a similarly proposed solution; include fleet size, and how long they have been a customer.
5. Briefly describe your training, including approach and philosophy, options provided (learning center, interactive web courses, onsite, train-the-trainer, etc.), and prices/rates.
6. Please list **any** and **all** incidents in the past 5 years in which you have had a contract terminated for default and/or before contract completion as well as any cybersecurity breaches both internally and externally and/or any that impacted hosting and current customers. Please provide full details of all terminations; the other party's name, address, and telephone; and your position on the matter.

Partner Information and Qualifications (if applicable)

Fill out all information and answer all questions in as detailed a manner as possible.

Proposing Implementation Partner Information	
Company Name	
1. Primary Contact Information	
Name and Title of Primary Contact Person	
Company Address	
Phone	
Email Address	
Years with Company	
2. Key Personnel Contact Information	
Name and Title of Key Personnel	
Company Address	
Phone	
Email Address	
Years with Company	
3. Key Personnel Contact Information (Cont. if necessary)	
Name and Title of Key Personnel	
Company Address	
Phone	
Email Address	
Years with Company	

Partner Information and Qualifications (if applicable)

1. What is your company's proposed role in this project?
2. In separate paragraphs, briefly describe the experience the primary and key personnel on this project have in implementing Budget Software Solution systems similar to the system being proposed for the City.
3. Briefly describe your company (including parent company information, acquisitions, mergers, etc.) and the characteristics that set your company apart.
4. Describe your company's experience as it relates to setting up/installing Budget Software Solution systems, including experience working with agencies of our size.
5. Provide a list of cities, agencies, and or department customers where you have implemented this company's Budget Software Solution system.
6. Briefly describe your approach and philosophy to setting up/implementing Budget Software Solution systems in agencies of similar size and structure.
7. Please list all incidents in the past 5 years in which you have had a contract terminated for default and/or before contract completion as well as any cybersecurity breaches both internally and externally and/or any that impacted hosting and current customers. Please provide full details of all terminations; the other party's name, address, and telephone; and your position on the matter

PRICE PROPOSAL

INSTRUCTIONS

All questions must be answered in as detailed a manner as possible.

1. Briefly describe your estimating approach and the basis for your proposed pricing including server, user, and any additional software licensing needed.
2. Briefly describe your fee structure for general services.
3. Describe any commitments (e.g. can we terminate at any time? Is there a 1-year commitment? Etc.)
4. Please describe (or include a copy) of your disaster recovery plans for your hosted environment as well as network requirements, and redundancy offered.

(See next page for Attachments)

ATTACHMENTS

Attachment A: Selection and Evaluation Criteria

All responsive proposals shall be reviewed and evaluated by the City to determine which proposer best meets the City’s needs by demonstrating the competence and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest priced proposal, but shall be based on a determination of which services offered serve the best interests of the City.

Initial Selection Process

The City will utilize the criteria listed below in selecting finalists for interviews and demonstrations.

Criteria
Technical architecture
Functional requirements
Vendor experience
Maintenance and support
Work Plan
<u>Quality and Responsiveness of the Proposal</u>

The initial review will evaluate all submissions for conformance to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Based on finalists selected, an on-site demonstration will be required. Those finalists chosen by the City, will be invited to complete an interview and demonstration. Upon completion of the interview and demonstration, the City will identify the top finalist(s).

The City reserves the right to obtain clarification of any point in a proposal, or to obtain additional information necessary to properly evaluate a proposal. Failure of a Proposer to respond to such request for additional information or clarification may result in rejection of the proposal. The City’ retention of this right shall in no way reduce the responsibility of the Proposers to submit complete, accurate and clear proposals.

The City, in its sole discretion, will determine which Proposer’s Budget software solution can best serve the City’s goals and system environment. All proposals should be submitted with the most complete information possible. The final Proposer selection will be made based on each Proposer’s proposal/demonstration(s) including without limitation:

1. Overall proposals fit with the City’s strategic objectives;
2. Proposer demonstrations and implementation proposal;
3. Demonstrated ability to support a successfully implemented Budget Software post-installation (sustainment) and the feasibility of Proposer’s support options;
4. Cost of overall proposal;

5. Cost of maintenance and support proposal;
6. Suitability of project team and/or third-party integrator in meeting the City's needs;
7. Suitability of proposal in meeting the City's needs;
8. Reputation and references;
9. Ability to understand the business needs of the users; and
10. Ability to work as a team with multiple agencies and Project Managers.

Final Evaluation Criteria

The following represent the principal evaluation criteria, which will be considered during the final evaluation process. Other factors not listed here may be considered as the selection process develops. This evaluation process will guide the City's decision, but will not control the City's decision. The RFP process is inherently subjective and qualitative, and the City will consider all submission materials, presentations, and interviews when making a final decision. The City has complete discretion in selecting a proposer who, in the judgment of the City, best meets the City's needs. The City, and not any Proposer, is best qualified to make that decision.

Criteria	
Functionality	Overall functionality of the system, usability by all staff, and its ability to meet the needs of the City (as identified throughout the RFP and in the Desired Functionality Matrix). Includes technical architecture, maintenance, and support.
Cost	Feasibility of the proposal based upon methodology of the proposed scope of services to meet the City's needs, the quality of products and services proposed, and the reasonableness of the total project costs
Qualifications: Firm / Personnel	Includes education, certifications, experience, and past performance of the proposer and its agents, employees and sub-consultants in installing and supporting the system being proposed in an environment of similar size, scope, and complexity as that of the City of Elk Grove.
Demonstration	Onsite demonstration of product performance capabilities. Live introduction of software workability, demonstration of reporting, workflows, work order process, warehousing, product customization, and other software capabilities both on a desktop environment and from a mobile device.

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

The City, in its sole discretion, will determine which Proposer's Budget Software solution can best serve the City's goals and system environment. All proposals should be submitted with the most complete information possible.

**CONTRACT BETWEEN
THE CITY OF ELK GROVE
AND**

FOR BUDGET MANAGEMENT SOFTWARE AND SERVICES

This Contract for Budget Management Software and Services (“Contract”) is made and entered into this _____ day of _____ 20__ (“Effective Date”) by and between the City of Elk Grove, a California municipal corporation (“City” or “Buyer”), and _____, a _____ (“Seller”).

RECITALS

A. Seller proposes to provide to City budget management software (“Software”) and associated implementation and technical support services (“Services”), a more detailed description of the Services and Software is described on Exhibit A (Scope of Work), which is attached hereto and incorporated herein by reference; and,

B. City agrees to accept the Software and Services from Seller, subject to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises of City and Seller contained herein and the receipt of good and valuable consideration, the receipt of which is hereby acknowledged, City and Seller hereby agree as follows:

AGREEMENT

1. Recitals and Exhibits. The above Recitals and Exhibits identified herein, are true and correct and incorporated into this Contract by reference.

2. Purchase and Sale. Seller agrees to provide and Buyer agrees to accept the Software and Services pursuant to the terms and conditions set forth in this Contract.

3. Price. The purchase price for the Software is _____, as specified in Exhibit B attached hereto and incorporated herein by this reference. As compensation for the Services, the Seller shall be paid monthly for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, at the rates set forth on Exhibit B, but in no event shall total compensation for the Services exceed _____ Dollars (\$ _____). Said amount shall be paid upon submittal of an undisputed monthly invoice showing, as applicable, completion of the tasks that month, including the services rendered, Software provided, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. If Seller’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

4. Term. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate, at 11:59 p.m. on _____, unless earlier terminated pursuant to Section ____ of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Seller prior to the initial termination or any extended termination date.

5. Schedule of Performance. Seller shall perform all work to be completed under the Scope of Work in accordance with the Schedule of Performance, as attached hereto and incorporated herein by reference as Exhibit C.

6. Termination. This Contract may be terminated by City, at no additional cost to City, with or without cause, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

City may temporarily suspend this Contract, at no additional cost to City, provided that Seller is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Seller shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for herein.

Notwithstanding any provisions of this Contract, Seller shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Seller, and City may withhold any payments due to Seller until such time as the exact amount of damages, if any, due City from Seller is determined.

In the event of termination, Seller shall be compensated as provided for in this Contract for the actual Software and Services received and accepted by City.

7. Delivery of Software. Seller shall deliver and install the Software at the Buyer's offices at _____, Elk Grove, CA, with shipping charges included in the price, within the schedule set forth on Exhibit C, Schedule of Performance, and Seller shall install the Software at Buyer's offices in a fully functioning manner, all to the complete satisfaction of Buyer.

8. Inspection and Acceptance. The Software and Services shall be received by Buyer subject to Buyer's reasonable inspection, testing, approval, and acceptance of the Software and Services. If the Software is rejected by the Buyer as nonconforming, Buyer may return the Software to Seller at Seller's risk and expense, and the Software shall not be replaced or repaired by Seller without written authorization from Buyer. If the Services are rejected by the Buyer as nonconforming, Seller may cure the nonconformance at Seller's risk and expense within 15 calendar days' notice by City of the nonconformance. Upon written notice to Buyer that the Software has been installed or Services completed, Buyer shall have thirty (30) calendar days to inspect and accept the Software and Services. If Buyer does not provide written acceptance or a

list of deficiencies within the thirty (30) calendar days, the Software and Services shall be deemed accepted (“Date of Acceptance”).

9. Title/Risk of Loss. Title, ownership, and risk of loss or damage the Software shall remain with Seller until the Software is delivered to, installed, inspected, and accepted by Buyer, except when such loss or damage is due to the fault or negligence of Buyer. Once accepted by Buyer, title, ownership, and risk of loss shall transfer to Buyer.

10. Workers’ Compensation. For all installation, maintenance or other work related to the Services performed by Seller in conjunction with this Contract, Seller shall maintain Workers’ Compensation insurance as required by California law.

11. Indemnification. To the fullest extent permitted by law, Seller shall defend, indemnify, protect, and hold harmless the Buyer and its employees, officers, and agents from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature (“Claims”), including reasonable attorneys’ fees, costs, and disbursement arising out of or related to this Contract and/or Seller’s installation and/or maintenance of the Software or Services, except as to those Claims arising out of the sole negligence or willful misconduct of City. Seller shall defend, indemnify and hold harmless Buyer, and its officers, employees, and agents from all Claims arising out of or related to any infringement of any patent right, copyright or trademark of any person as a consequence of the use by Buyer or any of its officers, employees or agents, of the Software or any component parts.

Buyer shall promptly notify Seller of the Claim and reasonably cooperate, assist and provide appropriate information (at Seller’s expense) for the defense of the action. Seller shall pay all damages and costs awarded therein against Buyer but shall not be responsible for any compromise made without Seller’s consent, which consent will not be unreasonably withheld. Seller may, at any time it is reasonably concerned over the possibility of patent, copyright, trademark, or other intellectual property infringement, at its option and expense, replace or modify the aforementioned products so that infringement will not exist, or remove the products involved and refund to Buyer the price thereof as depreciated or amortized by an equal annual amount over the lifetime of the products as established by Seller.

12. Warranties. Seller warrants that the supplied Software is fit for the City’s particular purpose (warranty of fitness for a particular purpose) of which Seller is aware based on review of the City’s needs. In addition to any other warranties set forth herein, Seller warrants that the Software and Services, including any component or replacement parts, furnished, manufactured or provided by Seller shall be free from defects in material and workmanship for life, provided that City owns the Software. All Software and Services with such defects shall be replaced by Seller at no charge to City, and all associated labor and installation expenses for defective Software will be provided to City for three years from the effective date of this Contract. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness for a particular purpose shall remain in full force and effect and inure to the

benefit of Buyer. Buyer reserves all rights and remedies provided by law for breach of any applicable warranty related to the Software.

13. Insurance. Prior to commencement of any work under this Contract, Seller shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit D, which is attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

Furthermore, Seller shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

14. Evidence of Insurance Coverage. Seller or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Seller’s proof of insurance. Seller shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

15. Remedies. In the event of a material breach of this Contract by Seller, Buyer may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit Buyer’s rights to seek any available remedy including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction.

16. Compliance with Laws. Seller shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of this Contract.

17. Notice of Material Change in Business. In the event of a material change in Seller’s business, written notice shall be given to Buyer of the proposed change. Buyer, in its sole discretion, may reject the proposed change. Any amendments to the Contract shall be made in compliance with Section 22 of this Contract. A material change in business must comply with all applicable laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of this Contract.

18. Attorneys’ Fees. If any party to this Contract shall take any action to enforce this Contract or for any relief against any other party, declaratory or otherwise, arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys’ fees and costs incurred in such action, suit and/or enforcement of any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid by the losing party whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys’ fees and costs incurred in enforcing such judgment. For purposes of this section, attorneys’ fees shall also include, but not be limited to, fees incurred in the following: (a) appeals or post-judgment motions and collection actions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party

examinations; (d) discovery; and (e) bankruptcy litigation. The provisions of this section shall survive any expiration, suspension, and termination, of the Contract as provided for herein.

19. Notices. All notices, requests, demands, and other communications required to or permitted to be given under this Contract shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; (b) three (3) business days after the same have been deposited in a United States Post Office with certified mail, return receipt requested, postage prepaid and addressed to the parties as set forth below; or (c) the next business day after same have been deposited with a national overnight delivery (Federal Express, UPS, and DHL WorldWide Express being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed:

TO SELLER: _____

TO BUYER: CITY OF ELK GROVE
Attn:
8401 Laguna Palms Way
Elk Grove, CA 95678
Telephone:

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

20. Notice to Proceed. Prior to commencing work under this Contract, Seller shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary insurance has been received. City shall not be obligated to pay Seller for any Software or services provided prior to issuance of the Notice to Proceed.

21. Entire Agreement. This Contract contains the entire agreement between Buyer and Seller in connection with the transaction contemplated hereby and the subject matter hereof and this Contract supersedes and replaces any and all prior and contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with regard to the subject matter hereof or any course of dealing, course of performance, or usage of the trade. Parol evidence shall be inadmissible to show agreement by and between Buyer or Seller to any term or condition contrary to or in addition to the terms and conditions contained in this Contract. Both parties acknowledge that each has not relied on any promise, representation or warranty, express or implied, not contained in this Contract.

22. Modifications. This Contract shall not be modified in any manner except by a writing signed by both Buyer and Seller.

23. Assignment. Seller shall not delegate or subcontract any duties or assign any rights or claims under this Contract without Buyer's prior written consent.

24. Severability. If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. Waivers. A waiver or breach of a covenant or provision in this Contract shall not be deemed a waiver of any other covenant or provision in this Contract and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

26. Construction. The section headings and captions of this Contract are, and the arrangement of this instrument is, for the sole convenience of the parties to this Contract. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Contract. The singular form shall include plural, and vice versa. Unless otherwise indicated, all references to sections are to this Contract. All exhibits referred to in this Contract are attached hereto and incorporated herein by this reference.

27. Drafting. Buyer and Seller acknowledge and agree that this Contract has been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that this Contract is deemed to be drafted by both parties, that no one party shall be construed as the drafter of this Contract, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Contract.

28. Counterparts. This Contract may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

29. Time of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof, particularly, and without limitation of factors contributing to the need for timely compliance of this Contract.

30. Successors. This Contract shall inure to the benefit of and shall be binding upon the parties to this Contract and their respective heirs, successors in interest, and assigns. This Contract may only be assigned upon written approval and agreement of the parties, which approval will not be unreasonably withheld. Any purported assignment of this Contract without the prior written approval of all parties shall be null and void.

31. Governing Law. The parties acknowledge that this Contract has been negotiated and entered into in the State of California, County of Sacramento. The parties agree that this Contract shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any action or proceeding relating to or arising out of this Contract shall be with a court of competent jurisdiction in the County of Sacramento.

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

33. No Joint Venture, Partnership or Other Relationship Created. The relationship between Buyer and Seller is that solely of a Seller and a Buyer and no joint venture, partnership or other relationship is created or implied by this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in Elk Grove, California, by affixing their signatures below, and this Contract shall be deemed effective as of the date on which each of the parties execute this Contract as indicated by the dates below. In the event that the parties do not execute this Contract on the same date, the effective date of this Contract shall be the latest date on which one of the parties executes this Contract.

SELLER

Dated: _____, 20__

By: _____
Seller's Name, Title

CITY
CITY OF ELK GROVE

Dated: _____, 20__

By: _____
Jason Behrmann, City Manager

APPROVED AS TO FORM:

Jonathan P. Hobbs, City Attorney Date

ATTEST:

Jason Lindgren, City Clerk Date

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PRICE

EXHIBIT C
SCHEDULE OF PERFORMANCE

EXHIBIT D
INSURANCE REQUIREMENTS

EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____