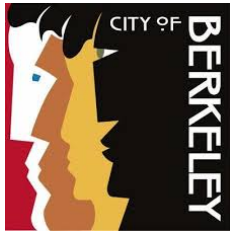


**Finance Department**  
General Services Division



**REQUEST FOR PROPOSALS (RFP)**  
**Specification No. 19-11262-C for**  
**Performance & Learning**  
**Management System**

Issued: October 30, 2018  
Due: December 20, 2018



**Finance Department**  
General Services Division

**REQUEST FOR PROPOSALS (RFP)**  
**Specification No. 19-11262-C**  
**FOR PERFORMANCE & LEARNING MANAGEMENT SYSTEM**  
**PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Vendor:

The City of Berkeley (City) is soliciting written proposals from qualified firms or individuals for PERFORMANCE & LEARNING MANAGEMENT SOFTWARE and professional services. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm PST, on Thursday, December 20, 2018**. All responses must be in a sealed envelope and have "PERFORMANCE & LEARNING MANAGEMENT SOFTWARE, and **Specification No. 19-11262-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) unbounded original, four (4) bound copies, and one (1) soft copy (flash drive) of the proposal as follows:

**Mail or Hand Deliver To:**  
City of Berkeley  
Finance Department/General Services Division  
2180 Milvia Street, 3rd Floor  
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the Vendor in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the Vendor has read the RFP and understands all the requirements and conditions.

The City will host a **mandatory** pre-proposal conference at **9:00 am PST, Tuesday, December 04, 2018**, in the Redwood Room on the 6<sup>th</sup> floor in the Civic Center Building at 2180 Milvia Street in downtown Berkeley (see section 1.5: Pre-proposal Conference). IMPORTANT: Vendors must be present in person or by telephone at the pre-proposal conference in order to submit responses to this bid solicitation. Vendors intending to participate in the pre-proposal conference by telephone **must** pre-arrange their intent to call in no later than **2:00 pm PST, Monday, December 03, 2018** by contacting **Tasha Tervalon, Program Manager** via email at [ttervalon@cityofberkeley.info](mailto:ttervalon@cityofberkeley.info) or by telephone at **(510) 981-5347** and request meeting access information.

**For questions** concerning the anticipated work, or scope of the project, please **contact Tasha Tervalon, Program Manager**, via email at [ttervalon@cityofberkeley.info](mailto:ttervalon@cityofberkeley.info) no later than **Tuesday, November 13, 2018**. Answers to questions will **not** be provided by telephone or email. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor's responsibility to check this site. Note, a second round for questions will be opened after the pre-proposal conference. For general questions concerning the submittal process, contact purchasing at 510-981-7310.

We look forward to receiving and reviewing your proposal.

Sincerely,

Shari Hamilton  
General Services Manager

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## I. INTRODUCTION

The City of Berkeley ("City") is soliciting proposals from qualified companies to provide a comprehensive, fully integrated, public sector Performance and Learning Management System (P/LMS) that meets the requirements identified in this RFP. The City requires that any proposal for P/LMS system also include professional services, training, and hosting necessary to implement the system. Vendors offering on premise or hosted services systems are encouraged to propose.

### 1.1 About the City

The City of Berkeley is located in Alameda County on the east side of the San Francisco Bay. At the geographic midpoint of the greater San Francisco Bay Area, the City is 20 minutes (or 10 miles away) from San Francisco and within easy proximity to population centers in Contra Costa County and Silicon Valley. Encompassing 17.7 square miles and with a population of 118,853 residents, Berkeley has the highest population density of any city in the East Bay region. The City is defined to a large degree, both culturally and economically, by the presence of the University of California campus located on the eastern side of the City.

The City operates under its own charter with a Council/Manager form of government. The City Council consists of eight Councilmembers, elected for four-year terms, and one Mayor, elected "at large" for a four-year term. The City provides a comprehensive set of community services common to similar-sized California cities such as public safety (police and fire); sanitation and sewer; public maintenance and infrastructure; leisure (parks, recreation and marina); animal control; planning and zoning; general and administrative services, and housing advocacy and support services. In addition, the City offers support services for public health and human services; and operates a city-owned public library system.

The Mayor and Council select and confirm the City Manager, who acts as a Chief Executive Officer for the rest of the City government. The City Manager is responsible for the administration of City services and programs, enforcement of the City's Municipal Code and ordinances, and preparation of the annual budget. Department directors are selected by the City Manager and confirmed by the City Council.

The City employs a two-year budget process. In year one of the biennial budget cycle, the City Council formally adopts authorized appropriations for the first year of the two-year budget and approves "planned" appropriations for the second fiscal year. In year two of the budget cycle, the City Council considers revisions and formally adopts authorized appropriations for the second fiscal year. Although the budget cycle covers a two-year period, the City Charter requires that the City Council adopt an annual appropriations ordinance for each budget year.

The City's fiscal year 2018 budget extending from July 1, 2018 through to June 30, 2019 is \$474 million, of which \$171 million is allocated from the General Fund. The City has a workforce of 1,530 full-time equivalent employees.

More information is available in the City located at the link below:  
<https://www.cityofberkeley.info/Home.aspx>.

## 1.2 Project Background

The City recently assessed its systems and processes and determined that a new enterprise Performance and Learning Management software will improve organizational operations, reporting, integration, and allow for the implementation of best practices and business process improvements. The City implemented a Digital Strategic Plan in 2016 and the Performance and Learning management systems were identified as key projects for implementation.

The City currently uses RISC, Inc.'s Virtual Training Assistant (VTA) as the learning platform. The HR department also uses Coach Logix for the 360 evaluations for the Leadership Development Program (LDP). The Fire department uses Target Solutions (<https://www.targetsolutions.com/>), and Evaluations (<https://evals.net>) for training and other departments use a combination of MS Access databases and Excel spreadsheets for tracking the trainings. The City implemented a Digital Strategic Plan in 2016 and the Performance and Learning management systems were identified as key projects for implementation.

In February 2018, the City contracted with the ThirdWave Corporation for a review of its current performance and learning management processes and service delivery, and for identification of areas for improvement and recommended business process changes. Discussions with ThirdWave included organizational and functional scope, as well as the development of functional requirements the City should seek in a Performance and Learning Management software. From the resultant project planning activities, the City has made many strategic future business process decisions based on best practices that are to be included in a system's implementation. (See Attachment 3, Business Process Maps). Accordingly, the City intends to incorporate and implement the requisite high-level processes into its new enterprise system. The City will be assisted by ThirdWave Corporation throughout the selection process.

## 1.3 Project Goals

The City's performance management strategy aims to provide application software which will provide better results from the organization, teams, and individuals by understanding and managing performance within an agreed framework of planned goals, standards, and competence requirements. The fundamental goal of the performance management application is to promote and improve employee effectiveness in a continuous process where managers and employees work together to plan, monitor and review employee work objectives and overall contribution to the organization.

The City's learning management strategy looks to provide application software which will be used to plan, execute, and assess the City's learning processes. The eLearning program will help in the administration, documentation, tracking, and recording of City staff training programs.

With this Project, the City aims to improve business processes, gain efficiencies, simplify and standardize use of systems, and implement transformative learning environment. The Project's key objectives and success indicators include the following:

### Performance Management

- Business Processes Improvement based on best practices
- Consistency in employee promotion, transfer, or other action personnel action
- Improvements to and updating of outdated technology
- Improved Training Administration
- Improvements of system and data integration with appropriate systems, where required



- Elimination of duplicate data entry
- Provide access to source data and user-friendly reporting tools
- Reduce paper use
- Improved accountability, accuracy, efficiency, and employee morale

#### Learning Management:

- Organizes eLearning content for multiple departments in one location
- Provides unlimited access to eLearning materials
- Easily tracks learner progress and performance
- Reduces Learning and Development costs
- Reduces Learning and Development time
- Ensure employee safety
- Improved access to training materials

### 1.4 Notice to Vendors

Failure to carefully read and understand this RFP may cause the Proposal to be out of compliance, rejected by the City, or legally obligate the Vendor to more than intended. Information obtained by the Vendor from any officer, agent or employee of the City shall not affect the risks or obligations assumed by the Vendor or relieve the Vendor 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 to influence any member of the selection committee, any member of the City Council, or any employee 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 City's 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.

### 1.5 Pre-Proposal Conference

A pre-proposal vendor conference will be held on **Tuesday, December 04, 2018 at 9:00 am PST**

The pre-proposal conference will be held at:

**City of Berkeley – Civic Center Building  
Redwood Room, 6<sup>th</sup> Floor  
2180 Milvia Street  
Berkeley, CA 94704**

Attendance at the pre-proposal conference is **mandatory and can be satisfied in-person or by telephone**. Vendors intending to participate in the pre-proposal conference by telephone **must** pre-arrange their intent to call in no later than **2:00 pm PST, Monday, December 03, 2018** by contacting **Tasha Tervalon, Program Manager** via email at [ttervalon@cityofberkeley.info](mailto:ttervalon@cityofberkeley.info) or by telephone at **(510) 981-5347** and request meeting access information.

Answers to questions received by **Tuesday, November 13, 2018** will be posted prior to the pre-proposal conference, no later than **Wednesday, November 28, 2018** at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>; answers to all questions asked at the pre-proposal conference will be answered by posted addendum on the City's website after the meeting.

## 1.6 Solicitation Schedule

The City has developed a tentative schedule for procurement process activities and reserved corresponding times on staff calendars.

**Figure 1.6.1: Tentative Schedule**

Event	Date
Issue RFP to Potential Bidders:	Wednesday, October 31, 2018
Questions Due (1st round)	Tuesday November 13, 2018
Questions and Answers Posted	Wednesday, November 28, 2018
Pre-proposal Conference (mandatory attendance)	Tuesday, December 04, 2018
Questions Due (2nd round)	Monday, December 10, 2018
Addendum Issue	Monday, December 17, 2018
Proposals Due from Potential Bidders at 2:00 pm PST	Thursday, December 20, 2018
Notification for Presentation Selection Sent to 3 Finalists	Thursday, January 24, 2019
Software Demonstration Presentations at Civic Center	February 11-13, 2019
Notification Sent to Semi-Finalists or Finalist	Monday, February 25, 2019
Discovery	March 11 & 13, 2019
Contract Negotiation	Friday, April 12, 2019
Council Approval of Contract	Tuesday, May 28, 2019
Sign and Process Contract and Issue Notice to Proceed	Tuesday, June 04, 2019

## 1.7 Project Elements

### 1.7.1 General Conditions

- a) In the event that all RFP requirements are not met with products and services provided by one firm, Vendors 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 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 and sole contracting party. This primary contact will be the City's primary point of contact throughout the procurement process and will assume sole responsibility for the entire scope of services to be performed by all partners included in a joint proposal. In addition, the contracting firm agrees to ensure that all partnering firms comply with the City's contracting terms and conditions.
- 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. For implementation services under a milestone arrangement, the City compensates the Vendor a fixed amount upon the completion and acceptance of major milestones; consequently, Vendors 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 requirements

included as Attachment 4: Business Process Functional & Technical Requirements, Attachment 5: Report Requirements, Attachment 6: Interface Requirements, and Attachment 7: Data Conversion Requirements.

- e) All firms submitting proposals are encouraged to submit the most competitive proposal possible – the failure to do so may lead to elimination prior to software demonstrations.
- f) This RFP, its general provisions, and the terms and conditions identified in Section VII (CONTRACT CONDITIONS FOR PROJECT) shall be incorporated in any agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments shall control unless the Agreement expressly provides otherwise.
- g) All Proposals and any subsequent clarification or response to the City's questions shall be valid for a minimum of 180 days.

### **1.7.2 City's Rights Reserved**

- a) The City reserves the right to select the Proposal(s) which in its sole judgment best meets the needs of the City. The lowest proposed cost will not be the sole criterion for recommending the contract award.
- b) The City reserves the right to award multiple contracts from this RFP.
- c) The City reserves the right to reject any or all Proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest.
- d) The City may modify this RFP by issuance of one or more written addenda. Addenda will be posted on <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>.
- e) The City reserves the right to meet with select Vendors 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.
- f) This RFP does not commit the City to award a contract. All Proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review following awarding of a contract.
- g) The City shall not be liable for any pre-contractual expenses incurred by Vendors, including but not limited to costs incurred in the preparation or submission of Proposals. The City 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.

### **1.7.3 Software Demonstration Presentations**

Software Demonstration (and implementation) Presentations will be held on-site at the City's Civic Center Building in downtown Berkeley and is intended to cover all functional areas listed in this RFP. The City expects to elevate up to three (3) Vendors for product presentations. Presentations are to include demonstrations of software and implementation services. It is required that proposed key members of the Vendor's intended implementation team be present during this Project Element and ideally lead presentation of implementation topics.

To avoid unnecessary delays, the City expects that Vendors will be available for software demonstrations as well as the on-site Discovery sessions on the dates identified in Section I (SCHEDULE) and to identify any potential issues or conflicts in their response to this

RFP. Vendors that cannot demonstrate their software during a requested time period may be eliminated.

The agenda and software demonstration scripts will be distributed to Vendors that have been elevated for software demonstrations approximately two weeks in advance of the demonstrations. Software demonstrations will also include discussions on implementation. The City reserves the right to change the dates as needed. The City requires that the proposed project manager, lead consultants, and any third-party providers attend and participate in software demonstrations.

Software Demonstration Presentations will be held at:

**City of Berkeley – Civic Center Building  
Redwood Room, 6<sup>th</sup> Floor  
2180 Milvia Street  
Berkeley, CA 94704**

#### **1.7.4 Discovery**

The City will conduct Discovery sessions consisting of an additional on-site meeting with each semi-finalist or finalist Vendor to focus on implementation issues and clarifications.

After Software Demonstrations Presentations, it is expected the City will elevate up to two (2) Vendors. Each elevated team will receive a Request for Clarification (RFC) letter that will ask Vendors to clarify any necessary parts of the initial Proposal. In addition, the RFC letter will identify a schedule for the on-site Discovery session that will include a detailed discussion of implementation issues. The City will require the proposed project manager, lead consultants, and any third-party providers attend and participate in Discovery sessions.

## **II. Scope of work**

The City desires a Performance and Learning Management System (P/LMS) system that has the flexibility and capability to meet current and future business functions and integrates those functions into a single computing environment. Vendors should prepare their proposals based on addressing the business functions that are listed in Section III BUSINESS, FUNCTIONAL & TECHNICAL REQUIREMENTS. The City reserves the right to negotiate changes (including additions and deletions) to this list of functionalities as the scope and cost of the project evolves.

It is the City's intent to adopt industry best practices and standards wherever feasible in order to minimize the customization and configuration that is required to implement and maintain the various components of the proposed Performance and Learning Management solution.

## 2.1 Software

The chart below provides a high-level list of functional requirements the proposed software will address. Specific functionality within each category listed below is more thoroughly described in Attachment 4: Business Process Functional & Technical Requirements. (The numbers in parenthesis references the Rapid Workflow® process provided in Attachment 3 Business Process Maps; they are shown here for feature and function traceability.)

Figure 2.1.1: Performance Management Software

	Human Resources
1	Employee Profile
2	Goal Management
3	Development Plans
4	Cascade Goals & Tracking
5	Performance Management
6	Appraisal Management
7	Review Cycle Tracking
8	Rating Scale
9	360° Feedback
10	Interactive Dashboard
11	Self Service Portal

Figure 2.1.2: Learning Management Software

	Human Resources
1	Async Learning
2	Synchronized Learning
3	Blended Learning
4	Social Learning
5	Content Authoring
6	Content Library
7	Student Portal
8	Gamification
9	Course Calendar
10	Notifications
11	Testing / Assessment
12	Skills Tracking
13	Skills Certification

14	Mobile Support
15	Video Conferencing
16	Surveys
17	Registration
18	Reports & Analytics

2.1.1 The figure below provides a list of acronyms used in the To-Be Rapid Workflow® process maps. The acronyms reference required functionality, referred to as applications and/or modules interchangeable in this document. “RW Workshop” indicates the number of the Rapid Workflow® To-Be workshop process map provided in the Attachment 3: Business Process Maps of this document.

Figure 2.1.3: Performance Management Acronyms Used in the To-Be Business Process Maps

Performance Management Software	Acronym	RW
Performance Management Application	PMA	2
Learning Management System	LMS	2
Future Software Not in SOW	Acronym	RW
Financial Functions	erma (Tyler Munis)	2
HR Functions	erma (Tyler Munis)	2

“Note: City is currently in the process of implementing Tyler Munis as the ERP system

Figure 2.1.4: Learning Management Acronyms Used in the To-Be Business Process Maps

Learning Management Software	Acronym	RW
Learning Management System	LMS	3
Future Software Not in SOW	Acronym	RW
Financial Functions	erma (Tyler Munis)	2
HR Functions	erma (Tyler Munis)	2

1. The Rapid Workflow® methodology, ThirdWave Corporation Patent Mark Registration No. 2,873,704 with the United States Patent and Trademark Office. This Rapid Workflow Process Maps in the Appendix of this document are ThirdWave Intellectual Property and are provided for the exclusive use of the City for the information of Vendors during the solicitation process and subsequent implementation phase.

2.1.2 Generally speaking, the proposed project consists of two major system deployments: a Performance and Learning Management System (P/LMS) implementation for the business processes listed above. Vendors are requested to address these requirements in their Proposals, either by proposing on one or both of these systems. Hosted Performance & Learning Management software that has a proven track record of successful performance

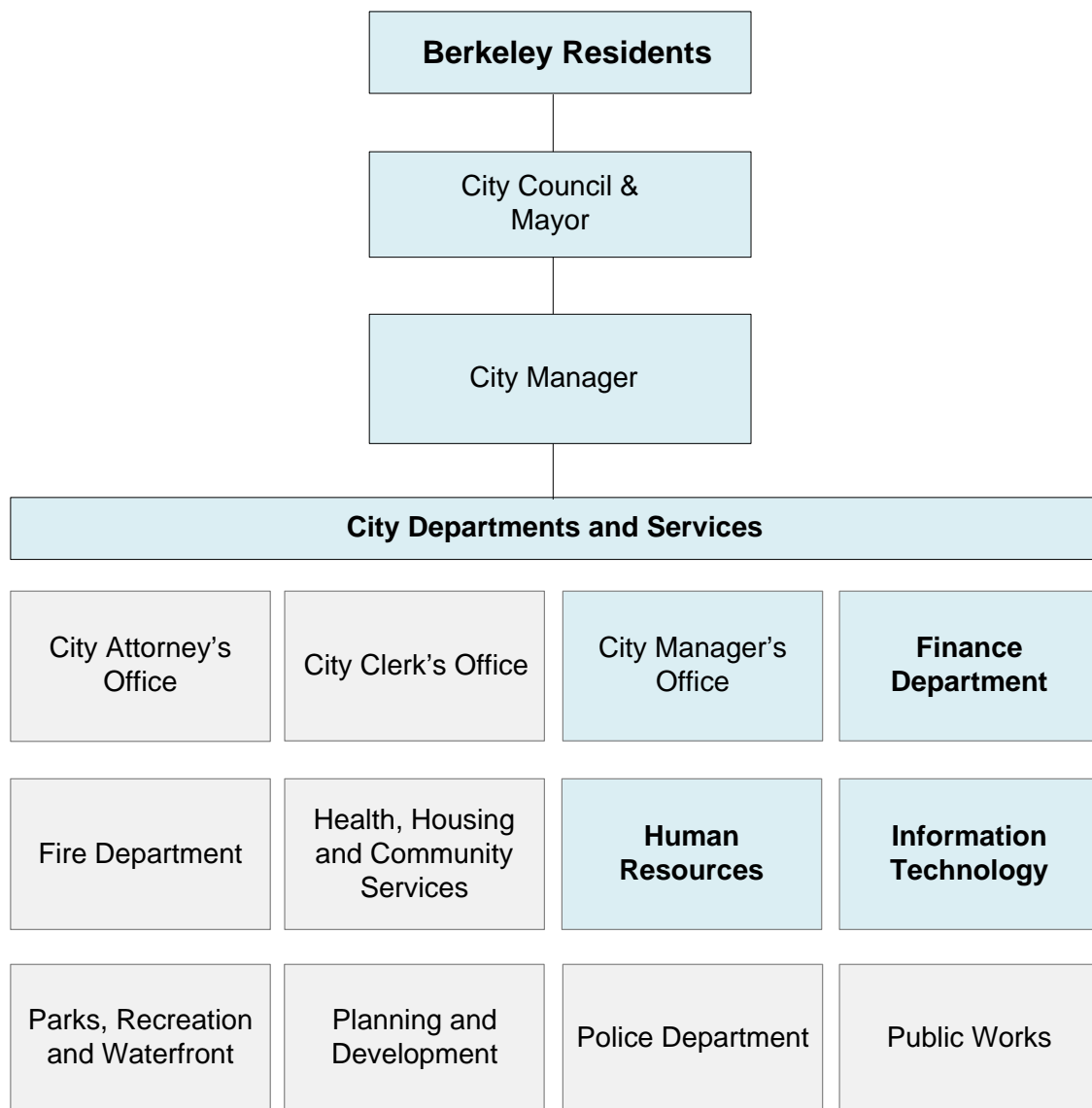
and interoperability with other enterprise systems will be looked at, and evaluated, most favorably.

## 2.2 Implementation Services

The City is aware of the level of effort required for a P/LMS implementation. The City also understands the importance of a disciplined implementation that includes services for project management, system design configurations, deployment, documentation, testing, and training. The City also desires a project where implementation consultants will participate in configuring a fully functional solution and provide in depth consultation regarding process efficiencies and best practices.

See Attachment 3: Business Process Maps, for information related to the desired business process automation. The City has made process decisions that are expected to be implemented in the new system.

**Figure 2.2.1: City Government Department and Services Chart**



The table below lists City Departments and/or Division as well as the total staff levels for the City.

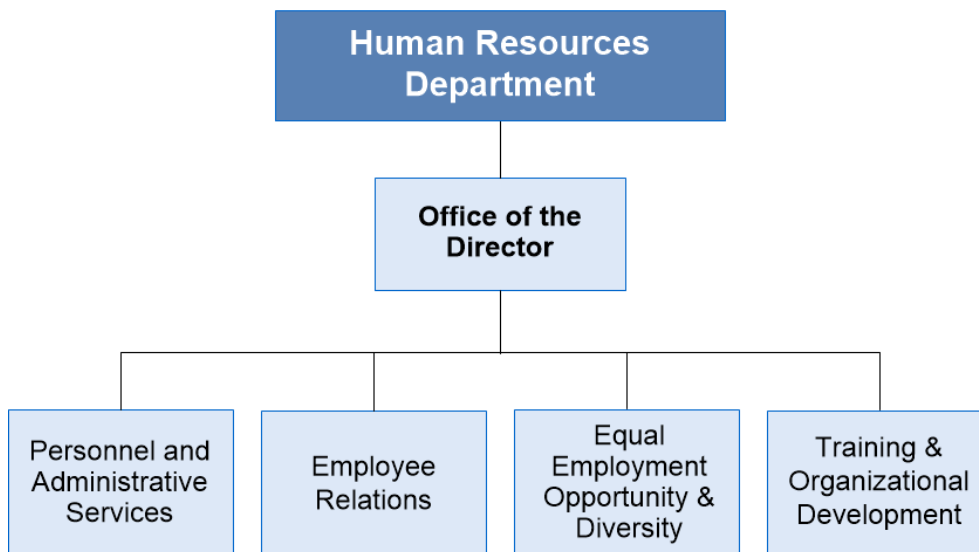
**Figure 2.2.2: Stakeholders**

Count is subject to change. Total numbers will be finalized during contract negotiation.

Project Stakeholders	# of FTEs	Approximate # of Privileged Users for Performance	Approximate # of Privileged Users for Learning
Human Resource	21	10	3
Information Technology – Including 311	41	2	2
Public Works	300	0	2
HHCS	225	0	2
Planning	135	0	2
Fire	155	0	2
Police	241	0	2

Approximate number of regular end users = 1,531 (total city staffs)

**Figure 2.2.3: Human Resources Organization Chart**





## 2.2.1 Implementation Deliverables

To ensure quality throughout the implementation, the Project will include, at minimum, the following deliverables. Each deliverable will be the responsibility of the Vendor and will be formally presented to the City for review and sign off. For milestones with multiple phases, each phase is expected to contain each deliverable (unless noted otherwise).

### 1. **Comprehensive Project Plan**

- Project Implementation Plan: Detailed listing of phases, tasks and subtasks for the entire Project that including: start and completion dates, responsibility, and predecessors. Tasks to include all implementation activity, deadlines, milestones, draft deliverables, review periods, final deliverables and sign-offs.
- Communication Plan
- Risk Management Plan
- Change Management Plan
- Ongoing Communication, Coordination, and Project Status Reports

### 2. **Technical Infrastructure Design and Implementation Plan**

- Design for each of the production and non-production environments proposed by the Vendor, containing at a minimum detailed information on:
  - (a) Methodology, tools, procedures, activities, and services for infrastructure installation, configuration and change
  - (b) Recommendations of physical upgrades to City's current systems
  - (c) Hardware specifications, server and storage, sizing and capacity planning
  - (d) Software bill of materials including system software, application software, middleware and databases
  - (f) Security infrastructure
  - (g) Network and connectivity
  - (h) Performance characteristics
  - (i) Data warehouse and reporting requirements
  - (j) Availability, flexibility, and growth requirements.

### 3. **System Design Documents**

- Requirements Validation Document: Work product that validates the desired future state business processes and required functionality.
- System Design Document: Work product that identifies both business process decisions as well as system configuration decisions for each in scoped business process and system feature.

### 4. **System Configuration, Migration and Integration**

- System Installation and Configuration
- Legacy Data Migration (as required)
- Report Implementation and Development (as required)
- Application Integration

### 5. **Testing**

- Test Plans
- 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).
- User Acceptance Plan

**6. Training**

- System Administration documentation and training: complete system manual for how to use the configured system and carryout disaster recovery
- Role-based End User documentation and training

**7. Cutover Plan**

- Complete set of activities required for Go-Live including Go-Live and Post Go-Live support

**2.2.2 Project Staffing**

The City will exercise its best efforts to staff the Project appropriately; and understands that staffing this Project is important to its success. The following table lists resources the City expects to be available for the Project, their applicable areas of knowledge/assumed roles in the Project, and the maximum participation levels in the Project.

**Figure 2.2.2.1: City Staffing Assumptions**

Resource	Quantity	% of FTE	Total FTEs
Project Manager	1	.10	.10
Technical Lead	1	0.25	.25
Technical Support	1	0.25	.25
SME and Business Owners	TBD	TBD	TBD
<b>Total FTEs</b>			<b>0.60</b>

**2.2.3 Current Applications**

The following applications are used by the City for major business functions. Information about the interface or intended replacement is provided as information only. The City intends to discuss the future use of these applications during software demonstrations and contract negotiations.

**Figure 2.2.3.1: Existing Applications**

EXISTING APPLICATIONS					
RW No	Process	Existing Systems	Replace?	New System	Primary Users
2	<b>Performance Management</b>				
		FUND\$	Yes	erma HR*	HR, City Staff, LRCC
		Excel Tracking	Yes	PMA	HR, City Staff, LRCC
		VTA	Yes	PMA	HR, City Staff
		Word (For HR use)	Yes	PMA	HR, City Staff,
		Outlook (for HR use)	Yes	PMA	HR, City Staff,
		Coach Logix	No		HR, LDP
2	<b>Learning Management</b>				

		FUND\$	Yes	erma HR	HR, City Staff, LRCC
		VTA	Yes	PMA	HR, City Staff
		VTA Importer	Yes	PMA	HR, City Staff
		Excel Tracking	Yes	PMA	HR, City Staff, LRCC
		Navex	No		HR, City Staff

\*erma HR is Tyler Munis

### III Business, Functional & TECHNICAL Requirements

Refer to the following attachments for a full list of features and functions identified by Human Resources, and various other City departments. Proposers will fill out and submit the attachments with Proposals.

- Attachment 4:** Business Process Functional & Technical Requirements
- Attachment 5:** Report Requirements
- Attachment 6:** Interface Requirements
- Attachment 7:** Data Conversion Requirements

### IV. SYSTEM REQUIREMENTS

The Vendors will implement the Performance and Learning Management solution based upon proven best practices. This includes implementation of a user-configurable Commercial Off-the-shelf Software (COTS) solution based on a Services Oriented Architecture (SOA) framework and a range of industry-standard database, operating system, and programming platforms. The Performance & Learning Management software should provide a modular architecture such that additional modules, including third party custom applications, can be incorporated through well-defined APIs or Web Services.

#### 4.1 Data Conversion

The City seeks to migrate existing data from an existing system including the data in the following table. The data migration information below is intended to establish a baseline cost structure; a final data migration plan will be developed and agreed to during contract negotiation.

The figure below provides Volume Metric data to assist Vendor’s understand the context of system requirements.

**Figure 4.1.1: Legacy Data Volume Metrics**

Function / Existing System	Current Volume	Project Growth / Year
<b>Performance Management [2]</b>		
Word ‘performance evaluation’ forms (The Word document is printed out and filed. The electronic copy is not kept.)	N/A	N/A
FUND\$	N/A	N/A
Excel Tracking (Single spreadsheet used by HR to track submitted performance evaluation forms.)	<1mb	5%
<b>Learning Management [3]</b>		

VTA	1.5 GB	10%
Excel billing data (Excel is used to keep track of chargebacks for training no-shows.)	<1mb	5%

#### 4.2 Graphical User Interface

The proposed Performance & Learning Management software will provide a contemporary and consistent Graphical User Interface (GUI) across the entire solution. This shall include logical menus, intuitive navigation, and consistent visual cues (pull downs, checklists, check boxes, etc.). The GUI will support a consistent user experience across all major browsers, i.e., Internet Explorer, Edge, Firefox, Chrome, and Safari. The design shall be responsive, i.e., the interface shall adjust accordingly when viewed on a mobile such as a tablet or smart phone. The implemented system will provide a navigation that conforms to industry best practices, across all modules including consistent use of good keyboard shortcuts, keyboard form navigation, standardized form validation, and standardized use of lookup / search screens, dropdowns, and pop-ups, tooltip text, icons, etc.

#### 4.3 Web Portal and Mobile Responsive

4.3.1 The proposed Performance & Learning Management software will provide the option of implementing a Web Portal that incorporates a single point of personalized, unified access to applications, content, processes, and people, that integrates content and applications, including a unified, collaborative workplace; transactional features (E-Commerce) security, search, and workflow. The Portal when accessed on Mobile devices needs to be Mobile responsive to iPhone, iPad and Android devices

4.3.2 The Web Portal will be based on a Service-Oriented Architecture (SOA) framework for building distributed systems that deliver application functionality as services to either end-user applications or other services. These services should be defined as web services using middleware (enterprise service bus (ESB)) integration tier for routing and logging to other services.

#### 4.4 Data Storage and Archiving

##### 4.4.1 Data Storage

The Volume Metric table above contains selected current and future volume information for sizing the processing and storage requirements of the new systems. The volumes provided by the City are approximate and are included to provide prospective vendors with information to gauge equipment requirements. However, the proposed systems should be readily expandable or field upgradeable. The proposed systems should be sized to meet the performance standards for the projected volumes plus a margin for unexpected volume growth.

##### 4.4.2 Archiving

1. The implemented system shall provide on-line access to the current year plus a number of previous years of data retained in the system (as determined by the City) and shall provide archive capabilities thereafter.
2. The implemented system shall provide the ability for users to selectively copy and/or archive system data to external storage media (e.g., CD-ROM, Digital Video Disk

(DVD)) based on user-defined number of years or other user-defined criteria and the evolution of the external data storage industry.

3. The implemented system shall provide a process to purge archived documents/data.

#### 4.5 Middleware / Enterprise Service Bus (ESB)

The proposed Performance & Learning Management software will provide a middleware tier that connects software components or applications that consists of a set of services that allows multiple processes running on one or more machines to interact across the network. It includes web servers, application servers, and similar tools that support application development and delivery and is based on a SOA framework that is defined by ESB, XML, SOAP, Web services, APIs, RPCs (Remote Procedure Call, a computer program causing a procedure (subroutine) to execute in a different address space (on another computer on a shared network), which is coded as if it were a normal (local) procedure call, without the programmer explicitly coding the details for the remote interaction), BPEL (Business Process Execution Language, an XML-based language that allows Web services in a service-oriented architecture (SOA) to interconnect and share data., etc.).

#### 4.6 Reporting and Business Intelligence (BI)

4.6.1 The implemented system will provide a reporting and business intelligence (BI) capabilities that provides the City with the ability to make educated and relatively fast decisions due to the availability of reliable and easy to digest information.

4.6.2 The implemented BI module functionality will include a decision support system driven by an underlying data warehouse. The data warehouse feeds management with real-time data to ad hoc reports, online charts and tables, as well as graphical dashboards that offer a host of information in the form of reports, scorecards, and key performance indicators including alerts and notifications that enable staff to focus on exceptions as well as on routine or steady-state operations.

#### 4.7 Interfaces (Internal / External)

The Vendor shall provide system interfaces for the following internal and external applications and databases.

**Figure 4.7.1: Performance Management System Interfaces**

Function	Description	OS	RDBMS
<b>Existing Systems</b>			
erma	Tyler Munis, currently being deployed	Windows Server	SQL Server 2014
Coach Logix	Cloud-based coaching management used for Leadership development program for 360 evaluations of the participant's web-based system. System to share documents/files, goal planning, task notifications, etc. for "coaches". Thus far, used primarily/exclusively for Leadership Training Program participants.	3 <sup>rd</sup> party online application Linux	3 <sup>rd</sup> party online application MySQL

<b>Future Systems</b>			
Learning Management System	New system, part of this solicitation.	(TBD)	(TBD)
OnBase Electronic Document Management System	Existing ECMS to be rolled out across the City in 2019-2020.	Windows Server 2012 R2	SQL Server 2012

**Figure 4.7.2: Learning Management System Interfaces**

<b>Function</b>	<b>Description</b>	<b>OS</b>	<b>RDBMS</b>
<b>Existing Systems</b>			
erma	Tyler Munis, currently being deployed	Windows Server 2012 R2	SQL Server 2014
Outlook	Email & Calendar	Windows	SQL
Coach Logix	Coaching management used for Leadership development program for 360 evaluations of the participant's web-based system. System to share documents/files, goal planning, task notifications, etc. for "coaches". Thus far, used primarily/exclusively for Leadership Training Program participants.	3 <sup>rd</sup> party online application Linux	3 <sup>rd</sup> party online application MySQL
NeoGov	Commercial online recruitment applications	3 <sup>rd</sup> party online application  Windows Server & CentOS	3 <sup>rd</sup> party online application  SQL Server
Navex	Online compliance training	3 <sup>rd</sup> party online application	3 <sup>rd</sup> party online application
<b>Future Systems</b>			
Performance Management System	New system, part of this solicitation.	(TBD)	(TBD)
OnBase Electronic Document Management System	Existing ECMS to be rolled out across the City in 2019-2020.	Windows Server 2012 R2	SQL Server 2012

Detailed system interface requirements (push/pull, one direction/bidirectional and frequency specifications) are identified in Attachment 6: Interfaces Requirements (Excel), which Vendors will fill out and submit with their Proposals.

## **4.8 Security**

The implemented system shall provide security by groups and individual users. Security must include minimum inquiry, add, update, and delete levels. Security may apply to the screen, processes and secured data items. This security must be enforced across all modules and queries, even those coming from an external source (i.e. reporting tool). Security functionality includes user / job role-based access, authentication (account management, password management and other account related activities) and single-sign on, mobile device business application access, database access security, etc., utilizing LDAP (Lightweight Directory Access Protocol) which supports single sign-on, account management, authentication, password policy, and access control services.

### **4.8.1 Security Documentation**

Provide security documentation for your proposed solution. This should include security diagrams and other documentation such as architecture, policies, procedures, and compliance with laws SSAE-16, HIPAA, SOX, FedRAMP, etc. Security patches and software upgrades should be current, and backup procedures for remote files and databases should be put in place. Third party software integration should be verified.

1. Please attach the Data Center Security Guide, including but not limited to:
  - a. Physical, Admin and Technical Security Controls;
  - b. Data Breach Notification Procedures;
  - c. Security Program; and
  - d. System Upgrade Policy

2. Disaster Availability

In the event the Hosted Service or any component thereof is rendered permanently inoperative as a result of a natural or other disaster, Provider will make all commercially reasonable efforts to facilitate the expeditious restoration of the services. Where Provider is unable to restore Services in a reasonable timeframe, City may exercise its right to terminate the agreement.

3. Return of City Data

Within thirty (30) days of notification of termination of this Agreement, Provider shall provide City with all City-owned data in dedicated data files suitable for importation into commercially available database software such as MS-SQL. The dedicated data files will be comprised of City's data contained in provider's system. The structure of the relational database will be specific to the City's data and will not be representative of the proprietary Provider's database.

## **4.9 Redundancy, Backup and Disaster Recovery**

### **4.9.1 Software Redundancy**

1. Software crash tolerance: Servers and client software should maintain its integrity in case of power failures and abrupt shutdowns.
2. Restart/Recovery: system must be capable of restart and recovery after system failure with no loss of data or software components.
3. Integrity checking feature: Must provide the capability of identifying the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.
4. Incremental, differential, and full backups and restores of the database, Core and customized software, software and database configuration options, user preferences and rights, etc.



#### **4.9.2 Hardware Redundancy**

1. The Vendor shall include a recommendation for hardware infrastructure that can support high availability, load tolerance, real-time failover, as well as integration into an offsite disaster recovery infrastructure.
2. The disaster recovery recommended solution shall include a complete offsite server and networking installation that has the capability to roll from the primary hosted site to a secondary offsite location within a 24-hour recovery window. This roll over shall include all applications and data.

#### **4.10 Service Levels: Performance, Scalability, Availability**

- 4.10.1 The proposed solution will meet or exceed the following system / service levels:
1. Recommend the hardware to handle the average transaction load with an average CPU utilization of no more than 35% - 40% of the CPU capacity. The peak CPU utilization shall never exceed 70% of CPU capacity at any given time.
  2. The average transaction on the server needs to occur on average less than one second. The response time for the most common requests to reach a user shall not exceed 3 seconds.
  3. Maintain 99.99% availability — including planned maintenance.
  4. Track system uptime and transaction response times in order to demonstrate operation within acceptable levels.
  5. Complete all simple, single-screen online inquiry transactions in under one second, during peak usage.
  6. Complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.
  7. Recommend a window for batch processing in terms of the business cycles and minimal end-user usage (i.e., the windows you anticipate the system workload to be low).

#### **4.11 System Architecture**

- 4.11.1 The proposal will meet or exceed the following system architecture requirements:
1. Employ multi-tier system architecture.
  2. Provide all screens, reports and transactions through a Web browser.
  3. Provide a graphical user interface (GUI).
  4. Provide easy deployment to desktops, i.e., deployment tools to push or pull software to the desktop.
  5. Provide user-defined: Exits; Tables; Fields; Screens; Reports; Forms; Shortcut keys; Menus; Business Rules and Workflows
  6. Provide application and system configuration tables accessible within all modules.
  7. Provide customizable user interfaces, including ability to customize menus and forms, and by user.
  8. Provide the ability to schedule automatic job scheduling (i.e., batch jobs, billing, etc.) and automatically notify staff when a job ends successfully or unsuccessfully.
  9. Accommodate background (batch) jobs concurrently with online updates.
  10. Provide data and transaction logic validation through the use of centralized or distributed business rules.

11. Provide support for inter-process communication including, but not limited to, the following: Attachment of standard object types in an object library; Cut and paste capability from data fields and screens to other applications.
12. Provide the ability to attach imaged documents.
13. Provide the ability to attach scanned documents to database objects.
14. Support mass changes to definable groupings of transactions.
15. Support effective dating for transactions and table updates, including both future and retroactive changes.
16. Provide the user with the ability to drill down from a transaction view to the respective and supporting source record view regardless of module source.
17. Provide the ability to facilitate upgrades to future operating systems, database and other software upgrades.
18. The Proposal shall describe the overall application development tools to be used in the systems integration services.

#### **4.12 Database Architecture**

4.12.1 The proposal will meet or exceed the following system architecture requirements:

1. Utilize utilities for database performance monitoring and tuning that comply with industry standards, including but not limited to tools for table and file maintenance.
2. Lock database records, e.g., row level, field level, or at the application level.
3. Provide graphical data modeling, entity relationship diagram (ERD), data definition and data dictionary components, including but not limited to business definitions and technical definitions for data elements.
4. Accommodate separate instances of databases.
5. Support online modifications to database structures with minimal user downtime.
6. Allow for data replication including, but not limited to, copying an instance of any database to other City specified locations (i.e. Storage Area Network (SAN)).
7. Provide the ability to set up log event triggers to automatically notify administrator when a user-defined database condition or set maximum/minimums are exceeded.
8. Provide the ability for the administrator to track user behavior as well as database utilization.
9. Provide standard data extraction API to allow import and export of data.
10. Provide documented best practices including but not limited to optimum database configuration, client maintenance and change control.

## **V. SUBMISSION REQUIREMENTS**

Before submitting a proposal, Vendors are encouraged to read the ENTIRE solicitation document. Failure to read any part shall not relieve the Contractor of its contractual obligations. **Technical and Price proposals must be submitted at the same time, but in separate documents.** Technical information provided shall not include price or cost data. The inclusion of price or cost data in the Technical proposal may be cause for the proposal being rejected. The Price proposal shall be submitted on the Attachment 8: Cost Proposal Form. Include other information as requested or required.

The proposal container must be completely and properly identified. The face of the proposal shall indicate the title of the RFP, time and date of acceptance, and whether it is the

Technical or Price or Cost proposal. Proposals must be received by the City per the time specified on the acceptance date.

## 5.1 PROPOSAL FORMAT

5.1.1 All Proposals shall include the following information, organized as separate sections of the Proposal. The Proposal should be concise and to the point.

5.1.2 So that competing Proposals can be compared equally, a Proposal must be assembled in strict adherence to the submittal requirements identified herein. Failure to follow all 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 formatted in order contain the following sections.

**The proposal should be organized into the following major sections:**

**Figure 5.1.2.1: Proposal Format & Content**

<b>Section</b>	<b>Title</b>
	Proposal Cover Page
	Letter of Transmittal
	Table of Contents
	Attachment 1: RFP Submittal Checklist
	Attachment 2: Vendor Statement
<b>Section 1</b>	<b>Executive Summary</b>
<b>Section 2</b>	<b>Company Background &amp; Qualifications</b>
	2.1 Company Background
	2.2 Qualifications / Experience
	2.3 Customer References
	2.4 Financial Information
	2.5 Project Team
<b>Section 3</b>	<b>Technical Proposal</b>
	3.1 Proposed System Architecture
	3.2 Application Software
	3.3 Third Party Software
	3.4 Hardware and System Software
	3.5 Cloud Computing Hosting / Help Desk Options
<b>Section 4</b>	<b>Scope of Work</b>
	4.1 Project Approach & Methodology
	4.2 Project Management Methodology
	4.3 Work Plan, Assumptions & Deliverables
	4.4 Hosting
	4.5 On-Going Support and Maintenance
	4.6 Warranty and Maintenance
	4.7 Project Schedule

**Section 5 Project Organization, Staffing & Key Personnel**

- 5.1 Project Team & Sub-consultants
- 5.2 Project Manager & Staffing
- 5.3 Staff Matrix
- 5.4 Resumes
- 5.5 Vendor Assumptions of City Project Staffing Support

**Section 6 Responses to Technical Requirements**

- 6.1 Technical Features & Functions
- 6.2 Reporting Requirements
- 6.3 Interface Requirements
- 6.4 Data Conversion Requirements

**Section 7 Cost Proposal**

- 7.1 Cost Summary
- 7.2 Detailed Systems Costs & Payment Schedule
- 7.3 Optional Costs Not Identified in the RFP
- 7.4 Hourly Rates

**Section 8 Exceptions to the RFP**

**Section 9 Sample Documents**

**Section 10 Contract Terminations**

**Section 11 Contract**

- 10.1 Vendor Comments to City Agreements
- 10.2 Vendor Agreements

5.1.3 Instructions relative to each part of the response to this RFP are defined in the remainder of this section. The following should be submitted as part of the entire submittal:

5.1.3.1 The Proposal shall be titled "Performance and Learning Management Software and Implementations Services," and submitted in the following formats:

- 5.1.3.1.1 One (1) complete, original hard copy, including ALL attachments.
- 5.1.3.1.2 Four (4) hard copies, including all attachments
- 5.1.3.1.3 One (1) electronic copy of the complete RFP response on USB Drive. These digital responses should include all documents and all attachments in PDF, Word or Excel format, as identified in this document.

1.1.3.2 Proposals should be as succinct as possible, exclude all marketing materials and be bound.

**5.2 LETTER OF TRANSMITTAL**

The proposal will include a letter of transmittal with the RFP name and number, name of the Vendor, principal place of business address, company tax identification number, the name, telephone number, and email address of the primary contract to whom all correspondence

should be sent. This page must be dated and signed in blue ink by an individual who is authorized to legally bind the firm submitting the proposal.

### 5.3 PROPOSAL SECTIONS

#### SECTION 1: EXECUTIVE SUMMARY

- 1.1. The Executive Summary should be limited to a brief narrative (less than 3 pages), summarizing the proposal.
- 1.2 Complete Attachment 1 (RFP Submittal Checklist)
- 1.3 Complete Attachment 2 (Vendor Statement)
- 1.4 Current Certificate of Insurance

#### SECTION 2: COMPANY BACKGROUND & QUALIFICATIONS

##### 2.1 **Company Background**

Provide a brief description of your firm's background, i.e., locations, years in business, form of ownership, type of business (Sole Proprietor, Corporation, Limited Liability Partnerships, etc.) and principals of the firm. Provide a corporate organization chart and company information on the Prime and Subconsultant (if applicable) firms.

##### 2.2 **Qualifications / Experience**

Provide a description of the firms experience for the following:

1. Experience and expertise as an implementer of Performance & Learning Management software technologies;
2. Experience with government clients / deployments;
3. Experience with Performance & Learning Management software implementations, include brief project description for 5 similar projects including: client name, project name, date (start – end), project manager, the “breadth” of the software solution implemented (e.g., modules) and whether the project was completed on schedule and/or budget.
4. Background information about the Vendors' project partners, and any third-party firms so the City can evaluate the Vendor and its proposed partner's stability and capability to execute the commitments set forth in response to the RFP.

##### 2.3 **Customer References**

The City considers references for both the software and implementation Vendors (if different) to be important in its decision to award a contract. Implementation firms should provide at least **five (5)** client references for cities that are similar in size and complexity to this procurement, which have utilized the proposed system (including the proposed version) in a comparable environment. References should include three (3) California cities or other large California public sector entities. References should be for fully completed (live) installations in the last 5 years.

All references provided will be contacted during the selection process. The City will not work through a Vendors' Reference Manager to complete a reference. The names and phone numbers of the project manager for each reference should be listed. Failure to provide this information may result in the Vendors not being elevated to software demonstrations. Vendors hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference. The City will attempt to contact the reference twice and then will ask the

primary contact in the Vendors' proposal for assistance. If the City fails to contact the reference after a third try, the reference will be considered as a "no response" in the evaluation and scored accordingly.

Customer reference information should include at the minimum:

- Name of City or Organization
- Name and title of client reference
- Client Contact Information: project manager, address, and telephone and email
- Dates of implementation: start and completion dates
- Total Cost of Implementation: Software and Professional Services

- 2.4 **Financial Information:** Provide most recent independently audited annual financial report for the last three (3) years, or a Dun & Bradstreet report.

## SECTION 3: TECHNICAL PROPOSAL

The Vendors should present, in detail, features and capabilities of the proposed application software.

### 3.1 Proposed System Architecture

Provide a description of the following:

1. A description of the proposed Performance & Learning Management software solution architecture, including a diagram or figure of the host environment, as appropriate.
2. The recommended application server / hosted infrastructure.
3. The extent that the proposed Performance & Learning Management software suite of applications utilizes service-oriented architecture (SOA) or other integration functions. Describe your suggested approach / foundation for governance of the environment both during implementation and in maintenance.
4. Describe key decision criteria such as transaction volume, real-time redundancy, failover, disaster recovery, and system distribution characteristics.
5. Describe the optimal and minimum database requirements.
6. Describe any required / suggested integration methodologies (i.e., composite application integration, middleware integration, data integration) that support the operation of your system.

### 3.2 Application Software

The Vendors will provide a description of all proposed software, features and functions provided by the proposed Performance & Learning Management software, as it corresponds to the functionality requirements identified in Attachment 4: Business Process Functional & Technical Requirements (Excel). Provide a description of the following:

1. Describe the Performance Management software modules, including functionality, administration / development tools, security, upgrade tools, reporting and analytic tools.
2. Describe the Learning Management software modules, including functionality, administration / development tools, security, upgrade tools, reporting and analytic tools.

3. If software is sold by module, the Vendor must explicitly state the software module name and versions that are proposed. Describe how modules are fully integrated with each other.
4. Review Attachment 3: Business Process Maps (PDF) and identify any defined process scope that cannot be address, or is not included, as part of the Proposal.

### **3.3 Third Party Software**

Provide a description of the following:

1. All proposed third-party software. Include a statement for each third-party software and whether the Vendors' contract will encompass the third-party product and/or whether the City will have to contract separately with the third-party firm for the product.
2. Degree of functional integration, shared security and workflow, and interface methodologies.
3. A specific disclosure of any Open Source software being proposed as part of the overall Performance & Learning Management software solution, and which type of licensing this software is governed by.

Detailed information will be provided in the spreadsheet provided in Attachment 4: Business Process Functional & Technical Requirements.

### **3.4 Hardware and System Software**

Provide a description of the following:

1. Recommended configuration of the hardware environment including hardware specifications.
2. Recommended description of the required system software.
3. Platforms and Storage, describe suggested/typical approach for failover and scalability of the system through application server clustering, load balancing, mirroring and associated technologies or approaches.
4. Back-up and Recovery, describe the back-up and recovery methods, including available back-up tools and real-time redundancy for the software. Describe the recovery expectations in your proposal.

### **3.5 Cloud Computing Hosting / Help Desk Options**

Provide a description of the following:

1. Cloud computing / hosted solutions.
2. Hosting services, managed services and disaster recovery services at the Vendors' environment.
3. Temporary hosted application as part of the design and implementation phases, if applicable.

## **SECTION 4: PROJECT MANAGEMENT DELIVERABLES**

The Vendors should provide a detailed plan for implementing the proposed solution. This information should include:

### **4.1 Project Approach & Methodology**

Describe the overall project implementation approach that will ensure a successful deployment. Describe your methodology, including project phases, implementation best practices, roles and responsibilities on each task for the Vendors and City, Change Control, tools or models that your firm uses for best practice implementations.

#### **4.2 Project Management Methodology**

Describe the overall best practice project management methodology that will be employed for the P/LMS implementation. Describe the specific techniques and activities that will be used to ensure the successful delivery of the project. Merely quoting PMBOK™ literature will not meet this requirement; noting that the proposed Project Manager is a certified PMP will not suffice. Vendors will describe how your project management method will be applied to the City's landscape and specific project requirements. The following will be addressed:

1. Scope Management
2. Schedule Integrity Management
3. Project Cost Management
4. Risk Management
5. Quality Management
6. Resource Allocation / Time Management
7. Contract Change Management
8. Integration Management

The following will also be addressed:

1. Role of the Vendor's Project Manager
2. Use of project collaboration site
3. Expected role of the City's Project Manager
4. On-site presence of Vendor's Project Manager
5. Provide examples of cost containment strategies or examples of past experiences in ensuring Project costs were maintained without a severe negative impact to the implementation process.

#### **4.3 Work Plan, Assumptions & Deliverables**

The Vendor will provide a description for the following:

1. Work Plan: Provide a detailed work plan reflecting a logical, best practice method. The work plan should reflect a detailed Work Breakdown Structure (WBS) illustrating project phases, tasks, sub-tasks, deliverables and assumptions.
2. Deliverables.
3. Proposed Vendor Staffing:
  - Project organization chart.
  - How many staff will the Vendor assign to the Project
  - Approximate dedication to the Project of each resource and approximate time that work will be completed on-site vs. off-site
  - Major roles and responsibilities for each resource
4. Proposed City Staffing:
  - 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's consultants)
  - Assumptions about staff prior skills / competencies of resources
5. Risks: This section will include an explanation of advantages AND risks associated with this plan.
6. Training Plan: 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). Add details



- Explain any roles and responsibilities the City is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.
- Explain how training will be delivered for alternate shifts and staff who do not work 8-5 Monday through Friday.
- Please include how the training would be available and provided post implementation such as web videos, printed materials etc.

The work plan will be carefully reviewed by the City to confirm that the Vendors understands the intent of the project and has effectively applied proven best practices.

The following typical project tasks is a conceptual list; Vendors will propose the means, methods and procedures they believe will result in a successful deployment. The City expects Vendors to employ whatever best practice approach they believe will prove most effective in delivering a fully functional Performance & Learning Management software implementation:

- Project Management
  - Project Plan
  - Communication Plan
  - Risk Management Plan
  - Change Management Plan
  - Finalize Project Schedule
  - Ongoing Communication, Coordination, Project Status Reports
- Design
  - Requirements Validation
  - System Environment (Development, Test, Production)
  - Software Configuration (Performance & Learning Management software, Forms, Workflow, Third Party (if applicable))
  - Data Conversion
  - Integration
- Development
  - Software Installation and Configuration
  - Data Conversion
  - Report Development
  - Integrations / Interfaces
- Testing
  - Test Plans
  - Functional and Technical Test Scripts
  - User Acceptance Testing
- Documentation:
  - System Documentation
  - Security Documentation
  - End User Documentation
- Training
  - System Administration
  - End User Training
- Quality Assurance Review Process

- Disaster Recovery Plan
- System Operations Knowledge Transfer Acceptance
- System Deployment / Go-Live
- Project Closure
- On-Going Support and Maintenance
- Warranty and Maintenance

This section shall describe assumptions made for each phase and/or project task described in the Work Plan.

The successful Vendors shall be responsible for the implementation and the satisfactory performance of any third-party software included in the proposal. A proposal should describe any products, features or other value-added components recommended for use with the proposed system that have not been specifically requested in this RFP.

#### **4.4 Hosting**

This Section addresses hosting services provided by the Vendor, including a description of the following:

1. Information on the specific hosting services provided
2. Service desk support services
3. User Setup, Authentication and Management processes
4. Application support
5. Operational support services
6. Technology infrastructure services including Security
7. Data Center Security Documentation
8. Disaster recovery (Backups, mode of access, system availability, # of user accounts available to access in disaster recovery situation)
9. Will all products (including third-party products) be hosted through the same provider?
10. Will the City need to host anything on its servers?

#### **4.5. On-Going Support and Maintenance**

Describe the ongoing technical support options provided by the Vendors. Include all software (Performance & Learning Management software and Third Party) identified in the proposal. Address the following:

1. Post-implementation support (e.g., number of months of on-site support after go live).
2. Telephone support (e.g., include toll-free support hotline, hours of operation, availability of hotline twenty-four (24) hours per day and seven (7) days per week). Include the geographic location of the telephone support staff.
3. Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
4. Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).
5. Disaster Recovery Testing Plan

6. For each of the services proposed, explain service levels that are used to guarantee performance for the City through the proposed hosting agreement. Complete Attachment 11: Proposed Service Level Agreement.

#### **4.6 Warranty and Maintenance**

Describe the warranty and maintenance options typically provided by the Vendor. This should include all software (Performance & Learning Management software and Third Party) identified in the proposal.

1. Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
2. Problem reporting and resolution procedures.
3. Bug fixes and patches.
4. Other support (e.g., on-site, remote dial-in, website access to patches, fixes and knowledge base).

#### **4.7 Project Schedule**

The Vendors will provide a detailed MS Project Schedule (or other similar artifact) reflecting the proposed Work Breakdown Structure illustrating all phases, tasks, subtasks, deliverables, and key milestones in a Gantt chart format. The detailed Gantt chart should identify task durations; start and completion dates; and tasks where City staff is required to participate on a task. Project schedule assumptions made by Vendor should also be noted on a separate page following the project schedule. Failure to provide this information will deem a proposal as non-responsive.

### **SECTION 5: PROJECT ORGANIZATION, STAFFING & KEY PERSONNEL**

The Vendors will provide the following:

#### **5.1 Project Team & Sub-consultants**

Provide a project organization chart showing City and Vendor staff. Illustrate the Vendor's team structure and project titles, including key Prime and Subconsultant project staff. The project org chart will illustrate the proposed level of City staff participation and their related classifications.

#### **5.2 Project Manager & Staffing**

Provide a brief overview on the proposed Project Manager background highlighting the Project Management experience, strengths, and accomplishments in the successful execution of similar government enterprise Performance & Learning Management software deployments in the government space or comparable environments. The City seeks a project Manager with at least 10 years' experience or at least three successful similar implementations – or both.

Provide a brief description of the Prime and Subconsultant(s) project team members and resumes of the implementation team Project Manager and key team members. Because the experience and expertise of the implementation team will play an important role in the success of the implementation, proposals that do not provide this information will be deemed unresponsive.

### 5.3 Staff Matrix

Include a matrix showing the name / title, education / professional experience and the specific role each member will play on the project and the defined scope of work/tasks.

### 5.4 Resumes

Provide resumes of the Project Manager and key staff who will be assigned to this project.

## SECTION 6: RESPONSES TO REQUIREMENTS

### 6.1 Technical Features & Functions

The Vendors will refer to Attachment 4: Business Process Functional & Technical Requirements (Excel) and fill it out to denote the functionality the proposed Performance & Learning Management software will provide.

1. Submit filled out Attachment 4. All functional requirements that are responded to with a positive response (anything except “N”) are considered to be in scope.
2. 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 as well as whether the requirement will be included under the scope of any proposed support agreement. Responses to the functional requirements shall use the following response codes:

**Figure 6.1.1: Functional Requirements Response**

Functional Requirements	
Code	Response
Y	Requirement Met and Proposed out of the box, a standard feature in the generally available product.
C	Requirement Met and Proposed. Feature is not offered in the generally available product but can be provided via configuration.
P	Requirement not met or proposed, this is a software feature is not included in the proposal but can be provided via Custom Programming
T	Requirement Met and Proposed, provided by 3rd Party
N	Requirement Not Met with Proposal

3. The submitted requirements responses will become part of the agreement. Vendors are expected to warrant both software and implementation of all positive responses (every response except “N” and “I”).
4. The City will clarify any requirements with the response of “I” during Software Demonstration Presentations. Shortly after Presentations, Vendors are expected to re-submit Attachment 4: Business Process Functional & Technical Requirements.
5. For requirement responses other than “N” or “I,” Vendors must indicate the module or product that is required to meet the requirement.
6. All responses which are marked “Y” will be considered to be included in the scope, and the cost proposal and all other information submitted in the Proposal should

reflect this. Furthermore, the module necessary to perform the specified functionality must be included in the scope and cost of the Proposal.

7. Vendors must be ready to demonstrate any requirements listed as “Y” during Presentation.
8. Indicate if a feature will be supported in the product as part of the proposed maintenance and support offering and include the proposed support provider. Support services shall comprise any of, technical support, access to patches and upgrades that accommodate the requirement, and help desk support for the requirement.

Failure to provide this information in the proposal will be grounds for lack of further consideration.

## 6.2 Reporting Requirements

Vendors will refer to Attachment 5: Report Requirements (Excel) and fill it out to denote the report capabilities the proposed Performance & Learning Management software will provide.

**Figure 6.2.1: Report Requirements Response**

Functional Requirements	
Code	Response
Y	Requirement Met and Proposed out of the box, a standard feature in the generally available product.
C	Requirement Met and Proposed. Feature is not offered in the generally available product but can be provided via configuration.
P	Requirement not met or proposed, this is a feature not included in the proposal but can be provided via Custom Programming
T	Requirement Met and Proposed, provided by 3rd Party
N	Requirement Not Met with Proposal

Failure to provide this information in the proposal will be grounds for lack of further consideration.

## 6.3 Interface Requirements

The Vendors will refer to Attachment 6: Interface Requirements (Excel) and fill it out to denote what interfaces the Vendors will provide. If additional interfaces are proposed, please add them to the form and indicate how they will be implemented using the same key.

**Figure 6.3.1: Interface Requirements Response**

Interface Requirements	
Code	Response

Y	Interface requirement met as a standard feature
C	Interface requirement met via configuration.
P	Provided via programming
T	Requirement supported by 3rd Party
\$	Interface included in the price

Failure to provide this information in the proposal will be grounds for lack of further consideration.

#### 6.4 Data Conversion Requirements

The Vendors will refer to Attachment 7: Data Conversion Requirements to note what the conversion services the Vendors will provide. The following answer key shall be used when responding to the conversion requirements.

Figure 6.4.1: Data Conversion Requirements Response

Data Conversion Requirements		
Code		Response
Able to do the conversion	Y / N	Indicate Yes or No whether or not the specified data conversion can/has been done.
Included in Price	Y / N	Indicate Yes or No whether or not each conversion, and the work effort to complete the conversion, is included in the pricing schedule.
Est. Vendor Hours	Hrs.	Number of estimated consulting work hours to complete the conversion.
Est. City Hours	Hrs.	Number of estimated client work hours to complete the conversion.
Comments	Text	Comments or assumptions relevant to the answers above.

The City expects Vendors to include all conversions listed in the RFP. Failure to provide this information in the proposal will be grounds for lack of further consideration.

### SECTION 7: COST PROPOSAL

#### 7.1 Cost Summary

This Section addresses price and should be presented according to the format shown in Attachment 8: Cost Proposal Form.

1. Identify major Project milestones. It is required that costs will be invoiced upon acceptance and completion of major milestones.

2. The Cost Proposal format must coincide with the Vendors' Scope of Work and Deliverables as defined in the vendor's Proposal. Cost Proposals that do not parallel the Technical Proposal, or omit cost data for the proposed work items, may be omitted from further consideration in the evaluation process.
3. Provide a schedule of payments necessary to complete the proposed scope.
4. Complete and submit Attachment 8: Cost Proposal Form.
  - It is important that Vendors use the format provided herein. Attachment 8: Cost Proposal Form 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 versions of Attachment 8 for each third-party product.
  - **All pricing must be submitted as deliverable-based invoice fixed by milestone. Costs listed as "to-be-determined" or "estimated" will not be scored.**
  - All service costs must be provided on a task or completion basis with costs assigned to each milestone, deliverable and/or task. Vendors are required to fill in deliverables and tasks under the provided headers (initial knowledge transfer, process analysis/system design, system build, testing, training, and closure) Additional details may be provided to further explain deliverable/task costs.
  - Vendors should include all software modules and state any limitations on module use. If no limitations are listed, the City will consider that pricing is based on full enterprise wide access for the City.
  - **Vendors must submit implementation costs as fully loaded rates that include all necessary travel and other expenses.** By submitting a Proposal, all Vendors acknowledge that all pricing (including travel) is fixed fee and included within milestones.
  - Vendors shall list ongoing maintenance costs for a period of 5 years.

## 7.2 Detailed Systems Costs & Payment Schedule

Vendors will provide a detailed cost and payment schedule for your proposed products and services in this section. The payment schedule should be based on, and list, project deliverables and associated payments. (The payment schedule should be aligned and reflect the same numbering as the Scope of Work and the MS Project Schedule.)

1. Software Costs
2. Software Hosting Cost (if separate from software costs)
3. Maintenance Cost
4. System Software
5. Other Costs (not identified in the City's RFP document)

Vendors will fill out Attachment 8: Cost Proposal Form (Excel), to provide their detailed system costs.

## 7.3 Optional Costs Not Identified in the RFP

Vendors will also provide any costs for products and/or services not specified in this document. Vendors will fill out Attachment 8: Cost Proposal\_Form spreadsheet, to provide their optional costs.

#### **7.4 Hourly Rates**

Vendors will provide a table indicating the hourly billing rate for all project personnel. This will also include the hourly billing rates for all subcontractors, if applicable. One averaged hourly billing rate for project team members will not meet this required and may deem the Proposal non-responsive. This information may be referenced for future work.

### **SECTION 8: Exceptions to the RFP**

This Section addresses the Vendor identified Exceptions to the RFP. All requested information in this RFP should be provided; however, the City will consider identified exceptions to requirements in this RFP. The City, at its sole discretion, may accept or reject any such Exceptions identified in the Proposal.

**Exceptions shall be clearly identified in this Section, with a written explanation of the Exception and an alternate proposal (if applicable).**

***To avoid the scenario where the City is unable to negotiate successfully with its finalist Vendor, any material Exceptions to the RFP, including those to the terms and conditions listed in Section VII (CONTRACT CONDITIONS FOR PROJECT), will be clarified prior to the issuance of Notification for elevation to Software Demonstration Presentations.***

### **SECTION 9: SAMPLE DOCUMENTS**

This Section addresses documents originating from the Vendor; including sample copies of the following:

1. Any sample agreements that the City 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.
2. Sample of or excerpt from a Performance & Learning Management software system design document.

### **SECTION 10: CONTRACT TERMINATIONS**

**If your organization has had a contract terminated in the last five (5) years, describe such incident.** Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience.



If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

## SECTION 11: CONTRACT

### 11.1 Vendor Comments to City Agreements

Vendors may take exception to certain terms and conditions in the standard City Agreement. Vendors shall provide their comments in this section. The City, at its sole discretion, may negotiate or reject any exceptions within the proposal.

### 11.2 Vendor Agreements

Vendors should include sample copies of the following documents:

1. Sample software licensing agreement
2. Sample hosting agreement
3. Sample maintenance agreement
4. Sample implementation services agreement if applicable

## SECTION 12: ELECTRONIC SUBMISSION

Electronic copies of all files must be provided on a flash drive using the file formats specified in the table below. 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. Hard copies must also be included in the unbound and bound hard copies of the proposal submission per RFP instructions for hardcopy submission.

**Figure 5.14.1: Electronic Submission Documents**

RFP SECTION	ATTACHMENT/DOCUMENT	REQUIRED FILE FORMAT
Section III	Attachment 4 Business Process Functional & Technical Requirements	Microsoft Excel (.xlsx)
Section III	Attachment 5 Report Requirements	Microsoft Excel (.xlsx)
Section IV	Attachment 6 Interface Requirements	Microsoft Excel (.xlsx)
Section IV	Attachment 7 Data Conversion Requirements	Microsoft Excel (.xlsx)
Section IV	Attachment 8 Cost Proposal	Microsoft Excel (.xlsx)

## VI PROPOSAL EVALUATION

### 6.1 Evaluation Process

6.1.1 The City shall make an award on the basis of best value. Best value is defined as a combination of quality, price, and the elements of required services that in total are optimal relative to the City's needs.

6.1.2 The City's evaluation process will be comprised of several phases:

1. Phase One: Initial Selection:
2. Phase Two: Elevation:

3. Phase Three: Demonstration:
4. Phase Four: Benchmarking
5. Phase Five: Best and Final Offer (BAFO), Negotiations and Final Selection:

**6.2 Evaluation & Selection Team**

6.2.1 A cross-functional team of City staff will comprise the Evaluation Selection Team, with representation from each of the functional areas identified herein, the City’s department stakeholders including Information Technology department, the City’s Performance & Learning Management Technology Consultant, ThirdWave Corporation. This team is responsible for evaluation and scoring of the proposals, Vendors demonstrations, and other evaluation tasks that may include site visits.

6.2.2 A broader Advisory Group consisting of subject matter experts from the City’s departments will be established to participate in various phases and provide input on specific modules that are being assessed. The Advisory Group members will provide input to the Evaluation Selection Team on the specific modules they evaluate and the overall functionality of the solutions being considered.

6.2.3 The Evaluation Selection Team will make a procurement recommendation to the Project’s Executive Steering Committee.

6.2.4 Final contract award must be presented to the City Council for approval.

8.2.5 The City reserves the right to award the contract in phases, in total, or not at all.

**6.3 Pre-qualification Process**

Vendors that do not demonstrate they meet the minimum qualifications outlined in this document will not be considered for further evaluation. This determination will be at the sole discretion of the City.

**6.4 Phase One: Initial Selection**

The Selection Committee will first determine if each submitted proposal is responsive to this RFP. A responsive proposal is a proposal that conforms to all the material aspects of the requirements in the RFP, a demonstrated understanding of the RFP requirements and the financial stability to successfully implement a comprehensive Performance & Learning Management software. The Committee will determine whether each Vendor correctly submitted and completed all of the necessary forms, documents, attachments and information in the format requested. If the City, at its sole discretion, determines a proposal to be non-responsive, the proposal will not be elevated to Phase Two of the process.

**6.5 Phase Two: Elevation**

In Phase Two of the review process, the Selection Committee will review the Vendor’s written proposals and determine that each responsible Vendor has the capacity, experience, knowledge, understanding, and reliability to fully perform the contract requirements. Phase Two will be weighted following the criteria listed on the figure below. The Committee will short-list up to three vendors to software demonstrations and interviews.

**Figure 6.5.1: Evaluation Criteria Weighting**

Criteria	Score
Qualifications / Personnel Assigned to the Project	15%

<ul style="list-style-type: none"> <li>• Vendor Background</li> <li>• Project Manager Experience: 10+ years' experience, a track record of several successful Performance &amp; Learning Management software implementations. The personnel assigned to the project will also be carefully assessed</li> <li>• Vendor's proposed Technical Team experience and expertise</li> <li>• Vendor's prior experience successfully implementing Performance &amp; Learning Management software of equal or greater size than the City of Berkeley</li> <li>• Customer references with other California cities</li> </ul>	
<b>Software Functional Requirements</b>	30%
<b>Project Implementation Plan</b>	25%
<b>Training, Support, and Technical Documentation</b>	10%
<b>Cost Proposal / Best Value</b>	20%
<b>Maximum Score</b>	<b>100%</b>

## 6.6 Phase Three: Demonstrations

In this phase, no more than the top three (3) ranking vendors will be elevated and invited by the City for demonstration of the firm's proposed software. The City will interview key Vendor staff to be assigned to the project. Vendors that are elevated will be given a date for its scheduled presentation. The City will use the following evaluation scoring method for Phase 3.

A schedule and demonstration scripts for presentation components will be provided to each Vendor two weeks prior to its scheduled presentation date. The objective of the demonstration phase will be to assess the extent the Vendors' product will meet the business needs of the City. Vendors selected to continue on to this phase will be expected to follow demonstration "scripts" provided by the City.

6.5.1 These scripted demonstrations will be used to assess the following:

- Ability to successfully address business requirements as required by the scripts.
- Ability to support the City's business process and service delivery improvement goals.
- Ability to propose solutions to meet the City's current and future needs.

6.5.2 The flexibility offered by the System and its ease of use.

6.5.3 Demonstrations will not include any functionality that is considered beta or part of a future release.

6.5.4 This phase may also include site visits to other agencies by the City's evaluation team to see successfully installed solutions.

**Figure 6.6.1: Phase III Demonstrations**

Criteria	Score
1. Ability to demonstrate software effectively supports business requirements	20%
2. Ability to support the City's business processes / service delivery	20%
3. Ability to propose solutions to the City's current and future needs	20%

4. The flexibility offered by the System and its ease of use.	20%
5. Site Visit Customer Feedback of Software Solutions	10%
6. Site Visit Customer Feedback of Implementation Performance	10%
<b>Maximum Total Score</b>	<b>100%</b>

The City will provide an Internet connection if needed; however, access and/or response time problems may be experienced. Such access will be coordinated in advance upon request by the Vendors. Each Vendors should evaluate the risks and consider supplying their Internet access.

**6.7 Phase Four: Discovery**

After software demonstrations, up to two (2) proposal teams will be invited back to the City for a Discovery session. Prior to the meeting the two remaining Proposers may be asked to update proposal information based on discussions or comments from software demonstrations, e.g., pricing. The Discovery session includes a meeting with each Vendor to clarify components of the proposals and to permit the Selection Team a second opportunity to view specific components of the software.

**6.8 Phase Five: Best and Final Offer (BAFO), Contract Negotiation and Selection**

Upon satisfactory completion of Discovery, the City will select a finalist to complete software and implementation negotiations. If third-party software is involved, the City may elect to negotiate with these vendors first. Price shall be considered but need not be the sole determining factor. The primary vendor will be expected to assist with negotiations, including submission of best and final offer(s).

The City may ask for written clarification to the initial proposal from the finalist, including any exceptions the Vendors may have to contract conditions included in the RFP. Contract negotiations will allow all parties to seek clarification on project scope, expectations, deliverables, and ask any remaining questions. Negotiations with elevated Vendors will seek any information the City needs to satisfy concerns and issues and may include a review of any aspect of the proposal where questions remain. Software licensing agreements will be reviewed in detail with these Vendors, and exceptions to the proposed contract conditions will be reviewed and evaluated.

If the negotiations result in a satisfactory agreement, a contract will be recommended to Berkeley’s City Council for approval. If negotiations with the top finalist Vendor are not satisfactory, the City will go to the next highest ranked Vendor and so on until an agreement can be reached. Any contract resulting from the RFP must be authorized by the Berkeley City Council prior to award.

**6.9 Award**

As part of the award process, the City reserves the rights to:

- Accept or reject any or all proposals;
- Waive any informality in proposals received;
- Accept or reject any or all of the items in the proposal;
- Award the contract in whole or in part and/or negotiate any or all items with individual Vendors if it is deemed in City’s best interest;
- Make no selection if proposals are deemed to be outside the fiscal constraint or not in

- the best interests of the City;
- Waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
- Prior to awarding the contract, require Vendors to submit evidence of qualifications or any other information the City may deem necessary;
- Prior to award cancel the RFP or portions thereof, without penalty.

## VII CONTRACT CONDITIONS FOR PROJECT

Below are important contract terms and conditions that the City expects to be part of an agreement with the finalist Vendor. Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in Section V. Submission Requirements, EXCEPTIONS TO THE RFP. Contract terms in the final agreement should include but will not be limited to those listed below. The City will carefully evaluate any Exceptions to the terms and conditions listed below.

### 7.1 Key Personnel

The City requires assurances as to the consistency and quality of the Consultant's staffing for this Project. Key points of the City's key Consultant's personnel provision will include:

**Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Consultant. The City shall have the ability to interview and approve or reject project manager and project team members proposed by the Vendor. Vendor's project manager and project team members who have been approved by the City may not be removed from the Project without the City's approval. The City shall have the right to dismiss project manager and project team members from the Project if it believes they are not performing adequately.**

### 7.2 Implied and Express Warranty

Consultant expressly warrants that the proposed and implemented system will conform in all material respects to the requirements and specifications stated in the Scope of Services including the functional requirements in Attachment 4: Business Process Functional & Technical Requirements for a period no less than 36 months after final acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

### 7.3 Express Warranty Remedy and Software Escrow

Consultant agrees 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 Consultant shall refund the full amount paid for the software, its implementation, and any paid hosting and/or maintenance costs.

In order to protect its investment, the City of Berkeley will require that a copy of the Source Code and technical specification documents be held by a mutually agreed upon third party software escrow organization. The source code and related documents will be released to the City if the vendor is no longer able to support the software.

## **7.4 System Acceptance**

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

- 7.4.1 “Conditional Acceptance” will occur at or prior to go-live. The City will have up to forty-five (45) days to test the system (“pre-live testing”) before going live.
- 7.4.2 The City will have a 90-day period after Conditional Acceptance to “live test” the system. Live testing is the City’s opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the City by the vendor during the course of the project.
- 7.4.3 If after the live testing the system performs in accordance with the system specifications (including the design document and functional requirements), the City will issue “Final Acceptance.” The 90-day timeframe for Final Acceptance shall be extended if problems are found in the live test. Specifically, the City 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.

## **7.5 Milestones Deliverables**

The City requires that all payments be based on successful completion of milestones. After the City’s acceptance of the milestone, the vendor will invoice for any applicable milestone payments. Milestone payment amount shall be a fixed fee for the milestone.

## **7.6 Additional Users and Modules**

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

## **7.7 Restrictions on Growth**

The City 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 and the City agencies, departments, and other third-party entities listed in this RFP. The City will not be subject to expansion fees, additional license purchases, or fees for additional users, increases in City employee count, budget size, population size, or data storage requirements for a period of 5 years from the effective date of the agreement.

# **VIII CITY REQUIREMENTS**

## **8.1 Non-Discrimination Requirements**

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance

Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

## **8.2 Nuclear Free Berkeley Disclosure Form**

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

## **8.3 Oppressive States**

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

## **8.4 Conflict of Interest**

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the Vendor's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

## **8.5 Berkeley Living Wage Ordinance**

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$14.04 (if medical benefits are provided) or \$16.37 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

## 8.6 **Berkeley Equal Benefits Ordinance**

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

## 8.7 **Statement of Economic Interest**

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

# IX **OTHER REQUIREMENTS**

## 9.1 **Insurance**

**General Liability and Automobile Insurance** The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Vendor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

b. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor.

c. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.



## 9.2 Worker's Compensation Insurance

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

## 9.3 Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

## 9.4 Recycled Paper

**All reports to the City shall be on recycled paper that contains at least 50% recycled product** when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be **printed on both sides of the page** whenever practical.

## 9.4 State Prevailing Wage

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: [http://www.dir.ca.gov/OPRL/statistics\\_and\\_databases.html](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your Proposal.

### ATTACHMENTS:

Attachment 1	RFP Submittal Checklist
Attachment 2	Vendor Statement
Attachment 3	Business Process Maps

Attachment 4	Business Process Functional & Technical Requirements (Excel)
Attachment 5	Report Requirements (Excel)
Attachment 6	Interface Requirements (Excel)
Attachment 7	Data Conversion Requirements (Excel)
Attachment 8	Cost Proposal (Excel)
Attachment 9	Maintenance and Support
Attachment 10	Hosting Services
Attachment 11	Proposed Service Level Agreements
Attachment 12	Non-Discrimination/Workforce Composition
Attachment 13	Nuclear Free Zone Disclosure Form
Attachment 14	Oppressive States Compliance Statement Form
Attachment 15	Living Wage Certificate for Providers of Services
Attachment 16	Form EBO-1 Certification of Compliance with Equal Benefits Ordinance
Attachment 17	City of Berkeley Right to Audit Form
Attachment 18	City of Berkeley Commercial General Automobile Liability Endorsement

### **ATTACHMENT 1: RFP Submittal Checklist**

- Proposal: (one (1) unbound original, four (4) bound copies, and one electronic copy)
- Proposal Cover Page
- Letter of Transmittal
- Table of Contents
- Attachment 1: RFP Submittal Checklist
- Attachment 2: Vendor Statement
- Section 1 Executive Summary
- Section 2 Company Background & Qualifications
- Section 3 Technical Proposal
- Section 4 Scope of work
- Section 5 Project Organization, Staffing & Key Personnel
- Section 6 Responses to Technical Requirements
  - Attachment 4: Business Process Functional & Tech. Requirements (Excel)
  - Attachment 5: Report Requirements (Excel)
  - Attachment 6: Interface Requirements (Excel)
  - Attachment 7: Data Conversion Requirements (Excel)
- Section 7 Cost Proposal
  - Attachment 8: Cost Proposal (Excel)
- Section 8 Exceptions to the RFP
- Section 9 Sample Documents
- Section 10 Contract Terminations
- Section 11 Contract
- Attachment 9: Maintenance and Support
- Attachment 10: Hosting Services
- Attachment 11: Proposed Service Level Agreement

The following forms, completed and signed in blue ink (attached):

- Attachment 12: Non-Discrimination/Workforce Composition Form
- Attachment 13: Nuclear Free Disclosure Form
- Attachment 14: Oppressive States Form
- Attachment 15: Living Wage Form
- Attachment 16: Form EBO-1 Certification of Compliance with Equal Benefits Ordinance
- Attachment 17: City of Berkeley Right to Audit Form
- Attachment 18: City of Berkeley Commercial General Automobile Liability Endorsement

#### **Additional submittals required from selected vendor after council approval to award contract.**

- Provide original-signed in blue ink Evidence of Insurance
  - Auto
  - General Liability
  - Cyber Liability
  - Worker's Compensation
- Right to Audit Form
- Commercial General and Automobile Liability Endorsement Form
- Berkeley Business License

**ATTACHMENT 2: Vendor Statement**  
 Performance and Learning Management System & Implementation Services

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

\_\_\_\_\_ \$ \_\_\_\_\_  
 Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_

If None, please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
E-mail Address	_____

**Software Demonstrations:**

Software demonstrations are currently scheduled for the following dates. Please indicate your availability and date preference to provide software demonstrations in the event your proposal is elevated to software demonstrations. Elevated Vendors will be notified of the scheduled demonstrate date when elevated.

Week	Availability (Y/N)	Preference (1,2,No Preference)
Monday, February 11, 2019		
Tuesday, February 12, 2019		
Wednesday, February 13, 2019		

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:**

*Primary Software Firm* \_\_\_\_\_

*Software Product Proposed* \_\_\_\_\_ *Version* \_\_\_\_\_

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

**Third Party Products/Services**

- Third Party Products/Services Proposed
- No Third-Party Products/Services Proposed

*Firm* \_\_\_\_\_ *Purpose* \_\_\_\_\_

*Firm* \_\_\_\_\_ *Purpose* \_\_\_\_\_

*Firm* \_\_\_\_\_ *Purpose* \_\_\_\_\_

*Firm* \_\_\_\_\_ *Purpose* \_\_\_\_\_

*Firm* \_\_\_\_\_ *Purpose* \_\_\_\_\_

*Firm* \_\_\_\_\_ *Purpose* \_\_\_\_\_

**Name of Individual / Firm Submitting Proposal:** \_\_\_\_\_

**Signature of Vendor:** \_\_\_\_\_

**ATTACHMENT 3: Business Process Maps (PDF)**

**ATTACHMENT 4: Business Process Functional & Technical Requirements (Excel)**

**ATTACHMENT 5: Report Requirements (Excel)**

**ATTACHMENT 6: Interface Requirements (Excel)**

**ATTACHMENT 7: Data Conversion Requirements (Excel)**

**ATTACHMENT 8: Cost Proposal (Excel)**

### ATTACHMENT 9: 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.)	
Other support as related to disaster recovery	
<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?	

### ATTACHMENT 10: Hosting Services

<b>Hosting Delivery Options</b>	
<b>Options</b>	
Is system available through hosted model (City owns license; system hosted by vendor)	Yes/No
Is the system available through a managed services model (City 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, 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 application & 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 City's data	
<b>Support</b>	
Describe operations support	
Describe back up 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	



### ATTACHMENT 11: Proposed Service Level Agreements

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.

<b>Proposed Service Level Guarantees</b>			
<b>Service</b>	<b>Metric</b>	<b>Requirement/ Guarantee</b>	<b>Remedy if Not Met</b>
System Availability (Unscheduled Downtime)			
System Availability (Scheduled 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			

<b>Proposed Service Level Guarantees</b>	
How is performance against service levels reported to the City	
Describe process for City reporting issue to the vendor	

### ATTACHMENT 12: Non-Discrimination/Workforce Composition Form for Non-Construction Contracts

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Business Lic. #: \_\_\_\_\_

Occupational Category (see reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes \_\_\_\_ No \_\_\_\_

If yes, by what agency? \_\_\_\_\_

If yes, please specify: Male: \_\_\_\_ Female: \_\_\_\_

Indicate ethnic identifications: \_\_\_\_\_

Do you have a Non-Discrimination policy? Yes: \_\_\_\_ No: \_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

City of Berkeley Contract Compliance  
 Officer

## Attachment 12

### Occupational Categories

**Officials and Administrators** - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, City or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

**Professionals** - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

**Technicians** - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

**Protective Service Workers** - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

**Para-Professionals** - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

**Office and Clerical** - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

**Skilled Craft Workers** - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

**Service/Maintenance** - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

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### ATTACHMENT 13: Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Business Entity: \_\_\_\_\_

Contract Description No.: Performance & Learning Management Software and Implementation Services/19-11262-C

## ATTACHMENT 14: Oppressive States Compliance Statement

The undersigned, an authorized agent of \_\_\_\_\_ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Amdo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Business Entity: \_\_\_\_\_

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

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

## ATTACHMENT 15: Living Wage Certification for Providers of Services

### TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

#### Section I

#### 1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES \_\_\_\_\_

NO \_\_\_\_\_

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you have answered, "**YES**" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

#### 2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES \_\_\_\_\_

NO \_\_\_\_\_

If **no**, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

**YES** \_\_\_\_\_

**NO** \_\_\_\_\_

**If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.**

## Section II

**Please read, complete, and sign the following:**

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Business Entity: \_\_\_\_\_

Contract Description/Specification No.:  
Performance & Learning Management Software and Implementation Services/19-11262-C

## Section III



- 
- **\*\* FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY \*\***

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

---

Department Name

---

Department Representative



### ATTACHMENT 16: Form EBO-1 CITY OF BERKELEY CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

#### SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

#### SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.  
 Yes  No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
  
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  
 Yes  No  
If "Yes," continue to Question C.  
If "No," proceed to Section 5. (The EBO is not applicable to you.)
  
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? .....  Yes  No
  
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? .....  Yes  No

**If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E.**

**If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.**

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? .....  Yes  No

**If you answered "Yes,"** proceed to Section 4. (You are in compliance with the EBO.)

**If you answered "No,"** continue to Section 3.

**SECTION 3. PROVISIONAL COMPLIANCE**

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
- At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
- Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?\* .....  Yes  No

\* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

**SECTION 4. REQUIRED DOCUMENTATION**

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

**SECTION 5. CERTIFICATION**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID or Social Security Number

<b><u>FOR CITY OF BERKELEY USE ONLY</u></b>	
<input type="checkbox"/> Non-Compliant (The City may not do business with this contractor/vendor)	
<input type="checkbox"/> One-Person Contractor/Vendor	<input type="checkbox"/> Full Compliance <input type="checkbox"/> Reasonable Measures
<input type="checkbox"/> Provisional Compliance Category, Full Compliance by Date:	
Staff Name ( <i>Sign and Print</i> ):	Date

### **ATTACHMENT 17: City of Berkeley Right to Audit Form**

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Contract Description/Specification No.:  
Performance & Learning Management Software and Implementation Services/19-11262-C

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

**ATTACHMENT 18:  
City of Berkeley Commercial General and Automobile Liability Endorsement**

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

<b>Policy No.</b>	<b>Company Providing Policy</b>	<b>Expiration Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is \_\_\_\_\_.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:  
\_\_\_\_\_.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to \_\_\_\_\_, Department of \_\_\_\_\_, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

\_\_\_\_\_  
Insurance Company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Underwriter's Authorized Representative