



COSUMNES COMMUNITY SERVICES DISTRICT

REQUEST FOR PROPOSAL

FOR

Enterprise Resource Planning (ERP) System and Implementation Services

Issue Date

January 25, 2016

Response Due Date/Time

February 25, 2016 before 2:00 PM PST

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Table of Contents

1	RFP Overview.....	1
1.1	Purpose of RFP	1
1.2	Project Objectives and Scope	1
1.3	RFP Timeline.....	2
1.4	RFP Coordinator.....	2
1.5	RFP Amendment and Cancellation	3
1.6	RFP Questions	3
1.7	Intent to Propose	3
1.8	Proposal Submittal	3
2	Cosumnes CSD Overview	5
3	Current Environment.....	6
4	ERP System Requirements	9
4.1	CSD ERP Context Diagram Future Vision.....	9
4.2	Requirements	9
4.3	Special Response Requirements	9
5	Proposal Submission Requirements.....	12
5.1	General Instructions	12
5.2	Proposal Format and Content	12
6	Proposal Evaluation.....	17
7	RFP Terms and Conditions	18
	Appendix A – Requirements	23
	Appendix B – Professional Services Agreement	43

Tables and Figures

Table 1 - RFP Schedule of Events	2
Table 2 - CSD Applications	6
Figure 1 - CSD ERP Context Diagram - Future Vision	9

1 RFP Overview

1.1 Purpose of RFP

The Cosumnes Community Services District (CSD, also “District”) has issued this Request for Proposals (RFP) to solicit responses from qualified vendors offering the functionality and features identified to replace the District’s current Enterprise Resource Planning (ERP) system, Microsoft Great Plains. The District seeks a qualified firm (Proposer) with the experience, expertise, and qualifications to provide a fully integrated, proven state-of-the-art ERP solution along with the professional services specified in this RFP to complete the implementation of the ERP system.

1.2 Project Objectives and Scope

With this RFP, the District seeks to replace its existing ERP system with a proven, commercial-off-the-shelf (COTS) ERP system. The District’s goal is to gain efficiencies and to update existing processes, focusing on the elimination of “shadow systems”; improving the timeliness, accuracy, and consistency of information; and improving internal operations.

The new ERP system should meet the following objectives:

- Provide a single, comprehensive, and integrated solution to manage the District’s business functions
- Streamline business processes to take advantage of best practices through automation, integration, and workflows
- Provide a user friendly and intuitive user interface to promote system use, productivity, and minimize the need for training
- Eliminate the need for “offline shadow systems” including spreadsheets, etc. to support financial activities and to track project expenditures and status
- Eliminate the need for redundant data entry
- Provide enhanced reporting capabilities to improve decision making
- Improve and provide necessary reports and access to data through inquiry or drill down capabilities
- Provide interface capabilities with 3rd Party systems

The proposed ERP system should provide integrated functionality (meaning that the individual components of the system utilize a shared repository of information and processes to ensure that all users have access to the same information, that redundant data entry is not required and that each of the components has a similar “look and feel”):

- Financial Management, including but not limited to: General Ledger, Accounts Payable, Accounts Receivable, Purchasing, Vendor Management, Budget, Bank Reconciliation, Asset and Inventory Management, Project and Contract Management, etc.
- Human Resources Management, including but not limited to: Position Control, On-boarding, Benefits Administration, Performance Reviews, Separation/Off-boarding, Employee Self Service
- Time Reporting and Tracking for full and part-time staff

- Payroll processing
- Integration with 3rd-party Systems: Telestaff Kronos (Fire Department Timekeeping/Scheduling), Neogov Insight (Recruitment), ¹ Registration Software and 3rd Party Benefit Providers

In addition to the functionality identified above, the District is seeking a Proposer to provide professional services that will ensure a successful implementation.

1.3 RFP Timeline

Table 1, identifies the RFP schedule that will be followed. Times are in Pacific Standard Time.

Table 1 - RFP Schedule of Events

RFP EVENT	DATE/TIME
District Issues RFP	January 25, 2016
Deadline for Proposer Questions	February 8, 2016
District Provides Responses to Questions	February 16, 2016
Deadline for Proposal Submission	February 25, 2016, 2:00 PM PST
District Completes Evaluations	March 10, 2016
Finalist(s) Notified & Provided Proof-of-Capabilities (POC) Packet	March 14, 2016
Proof of Capabilities Demonstration(s)	March 23 – 29, 2016
Contract Negotiations	April 5 – May 3, 2016

Proposers should be aware that finalist(s) will be required to participate in a proof-of-capabilities demonstration (POC) to allow staff to fully understand the proposed solution. This shall be a scripted demonstration using scenarios developed by the District to permit the District to evaluate critical product functionality rather than a generic demonstration of the product. ***Proposers must be prepared to invest the time and resources in the proof-of-capabilities demonstration to be successful in this procurement.***

The District reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers who comply with Section 1.7 Intent to Propose.

1.4 RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

John Ebner, Sr.
Sr. Management Analyst
Cosumnes CSD
9355 E. Stockton Blvd. Ste. 205
Elk Grove, CA 95624

¹ The District is currently uses Active Network CLASS. However, the District has recently released an RFP for a new registration software with vendor selection to occur sometime in the Spring 2016. The ERP vendor will need to integrate with the selected registration software vendor.

Email: JohnEbner@csdfire.com

Phone: 916-405-7107

Proposer contact with anyone else in the District is expressly forbidden and may result in disqualification of the Proposer's bid.

1.5 RFP Amendment and Cancellation

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be provided to all Proposers complying with Section 1.7 Intent to Propose and the amendment posted on the District's website, <http://www.yourcsd.com>. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

1.6 RFP Questions

Specific questions concerning the RFP should be submitted via e-mail to the RFP Coordinator prior to the "Deadline for Proposer Questions". Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. The questions submitted and the District's responses shall be posted on the District's website <http://www.yourcsd.com>.

1.7 Intent to Propose

Each Proposer who plans to submit a proposal should register by email to the RFP Project Coordinator. The email should indicate the Proposer's intent to respond to this RFP. The email should include:

- Proposer name
- Name and title of Proposer main contact
- Address, telephone and facsimile number, and email address

The "Intent to Propose" email does not bind Proposers to submitting a proposal.

1.8 Proposal Submittal

Proposals will be submitted no later than the "Deadline for Proposal Submission". Proposers assume the risk of the method of delivery chosen. The District assumes no responsibility for delays caused by any delivery service. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in a sealed package one (1) original, five (5) copies, and one (1) electronic copy (a single .pdf file containing all submitted material).

The proposal package shall be mailed, couriered, or hand delivered to the District at:

John Ebner, Sr.
Sr. Management Analyst
Cosumnes CSD
9355 E. Stockton Blvd. Ste. 205
Elk Grove, CA 95624
Email: JohnEbner@csdfire.com
Phone: 916-405-7107

The package should be clearly labeled as follows:

ATTN: John Ebner, Sr.

Proposal for ERP System and Implementation Services

Name of Proposing Firm

Proposer's Address

Proposer's Contact Person

Proposer's Telephone Number

All proposals must be received by the District before 2:00 p.m. PST on the Deadline for Proposal Submission date. Proposals received after this time and date may be returned unopened. Postmarks will not be accepted as proof of receipt.

2 Cosumnes CSD Overview

The District is a regional agency providing fire protection services to the cities of Elk Grove and Galt, as well as unincorporated areas in the region. Additionally, the District provides parks and recreation services exclusively to the Elk Grove community. The District encompasses roughly 157 square miles and services an estimated population of 183,333 residents as of June 30, 2014. The District employs 255 full-time staff and provides the following core services:

- Fire and rescue response
- Parks and facilities
- Emergency medical services
- Community events
- School and business safety inspections
- Swim lessons and aquatics programs
- Disaster preparedness programs
- Sports leagues, classes, camps
- Fire and safety education
- Preschools, after-school programs and year-round camps
- Specialty classes for children, teens and adults

CSD is governed by a publicly elected five member Board of Directors serving four year staggered terms. The Board is responsible for formulating and approving policies for the operation, control, administration, and planning of the District's facilities and activities. At the beginning of each year, the Board selects from its members a President and Vice President to serve during the ensuing year.

District departments include:

- Administrative Services – Operations include execution and monitoring of the CSD budget, long-range planning, facility construction management and maintenance, information systems and the Human Resources section that provides services to over 500 full-time, part-time and seasonal employees.
- Fire Department – The Fire Department consists of two divisions, Operations and Administration & Support Services that work together to provide fire, rescue and emergency medical services. The area served covers over 157 square miles, including the cities of Elk Grove and Galt, and a population of about 183,000.
- Parks and Recreation – Parks and Recreation includes a staff of 69 managing 93 parks, 18 miles of off-street trails, two community centers, four recreation centers, two aquatics complexes and many recreation, sports and leisure programs.

3 Current Environment

This section documents the state of the current environment, including Great Plains modules in use and the systems that interact with Great Plains either through a manual or automated interface.

Microsoft Great Plains modules include:

- Account Rollups
- Bank Reconciliation
- Business Alerts
- Customization Site Enabler
- Direct Deposit
- Electronic Reconcile
- Encumbrance Management
- Fixed Assets
- General Ledger/Advanced Financial Analysis
- GL Transaction Matching
- Human Resources Management
- Integration Site Enabler
- Intercompany Processing
- Invoicing
- Payables Management
- Payroll
- Project Accounting
- Purchase Order Processing
- Receivables Management
- Refund Chances
- Safe Pay

Great Plains is accessible from fifteen (15) locations throughout the District. Current licensing includes ten (10) concurrent users and unlimited view access. The District also uses additional Great Plains add-ons and 3rd party applications to supplement Great Plains to provide additional functionality. These applications and other systems that Great Plains must interface with are summarized in Table 2 below.

Table 2 - CSD Applications

Vendor	Product	Purpose	Current GP Interface	Future Interface Requirement
² Active Network	CLASS	Rec management for program registration and facility booking.	No – Cash Receipts are manually entered into GP via JE spreadsheet	Yes
F&M Bank		Downloads monthly bank statement and automatically reconciles to GP	No – manual SafePay file generated	Yes

² The District is currently uses Active Network CLASS. However, the District has recently released an RFP for a new registration software with vendor selection to occur sometime in the Spring 2016. The ERP vendor will need to integrate with the selected registration software vendor.

Vendor	Product	Purpose	Current GP Interface	Future Interface Requirement
GolfNow	GeN	Golf course management	No – Cash Receipts manually entered into GP	Yes
Greenshades	Center	Tax filing, e-files for W-2s and 1099s, State Unemployment Tax Act (SUTA), IRS Forms 940 Annual Federal Unemployment Tax Act (FUTA) and Form 941 Quarterly FUTA, New Hire, 401k, EEO and others	Yes – 3 rd Party add-on	No – Should be replaced by new ERP
Greenshades	Connector	Securely uploads monthly and annual pay data to Greenshades online website	Yes – 3 rd Party add-on	No – Should be replaced by new ERP
Greenshades	Online	Hosted employee portal for e-paystubs, W-2s, Fed W-4s, I-9s, Direct Deposit, Enrollment, Profile Info, Timesheets	Yes – 3 rd Party add-on	No – Should be replaced by new ERP
Greenshades	Pro PTO	Calculates accrual values and output leave balance reports	Yes – 3 rd Party add-on	No – Should be replaced by new ERP
ImageTrend	RMS	Fire Department Records Management System (Incidents/Training/Apparatus/Equipment)	No	Yes
Kronos (PDSI)	Telestaff	Fire Department Scheduling	Yes	Yes
Laserfiche		Scans checks printed from GP and stores them with vendor account	No	Yes
Microsoft	Excel	Budget creation and management	No	No – Should be replaced by new ERP
Microsoft	FRx	GP add-on for generating accounting data reports	N/A – GP add-on - Retired after GP 2013 upgrade	N/A
Microsoft	GP Business Portal	Employee portal for accessing data, submitting time off, timesheets, purchase and payroll request	Yes – GP add-on	No – Should be replaced by new ERP

Vendor	Product	Purpose	Current GP Interface	Future Interface Requirement
Microsoft	GP Personal Data Keeper	Software for payroll employees to view and process timesheets	Yes – GP add-on	No – Should be replaced by new ERP
TeamSidelines		Adult Sport League management	No – Cash Receipts manually entered into GP	Yes

4 ERP System Requirements

4.1 CSD ERP Context Diagram Future Vision

Figure 1 below provides context to define the scope of the ERP environment, the external systems with which it must interface and the data that must be exchanged between the systems.

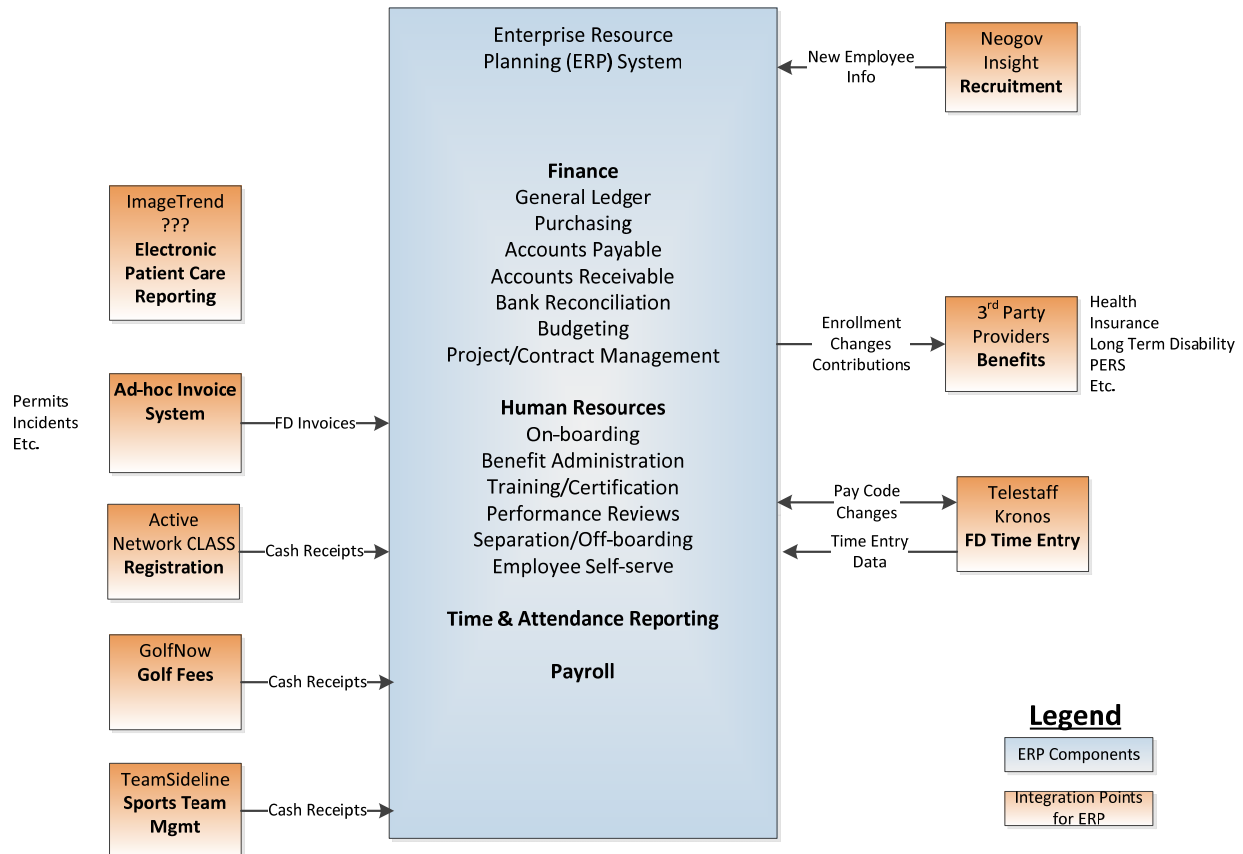


Figure 1 - CSD ERP Context Diagram - Future Vision

4.2 Requirements

General, functional and technical requirements are listed in Appendix A – Requirements. The Proposer should provide confirmation on ability to meet all requirements. If the Proposer is unable to meet or takes exception to any of the requirements, provide a written explanation.

4.3 Special Response Requirements

The District currently does not fully utilize features and functions of Great Plains and has created manual process performed outside the system using various spreadsheets, ad-hoc databases and/or Word templates to manage financial, payroll and HR functions. Most of these processes, while disjointed and manual, follow relatively standard practices that most off-the-shelf ERP systems can support. This section documents those processes which are the most problematic for the District and may require an ERP vendor to take a creative configuration approach or use 3rd party solutions to successfully address the business problem. For each requirement, the vendor must provide a concise, clear narrative

response that describes how the proposed solution (the combination of software functionality and proposed services) will meet the high priority requirement. Provide the narrative in section 5 of the proposal. Each narrative should be no more than two (2) pages.

4.3.1 Electronic Time Entry for Part-time and Seasonal Staff

Business Driver: Many of the District's facilities (i.e. ball parks, aquatics center, etc.) do not provide a convenient way for staff to record their time. In the current environment, part-time and seasonal staff must submit paper timesheets to supervisors for approval. The District would like to automate time entry for these employees using mobile technologies and provide workflow to manage the time entry and approval process. Drivers include:

- Reduce the risk of lost timesheets that may 'fall through the cracks' that can delay the payroll process or prevent an employee from getting paid on time
- Improved audits and controls at the point of data entry to improve the accuracy of time recorded and prevent employees from requesting leave they have not accrued
- Improve convenience for staff to submit timesheet data by offering 7x24 access through mobile technology
- Reduce time for supervisors to receive and approve timesheets potentially reducing the window of time needed to process payroll data

Future Vision: The District would like the solution to support the ability for employees to enter time through various channels such as desktops, laptops, tablet and mobile phone via an internet connection or mobile app. The interface would have real-time information on an employee's available and valid pay codes and leave accrual and validate at time of entry the employee's time entry data. After the employee submits their electronic timesheet, the system would automatically route or notify the supervisor for review and approval.

Vendor Narrative Response: Describe in detail how your proposed solution will successfully automate time entry for part-time and seasonal employees.

4.3.2 Fire Department Pay Code Re-engineering

Business Driver: The Fire Department uses Kronos Telestaff for scheduling and time entry for its public safety employees. They currently have Telestaff set up so employees must enter time into multiple pay codes when reporting hours to both overtime and out-of-class time. Monthly, Telestaff produces an extract that is processed by Payroll. The current Payroll system is unable to process the dual entries and payroll staff must manually review the Telestaff extract, identify each Fire Department employee that submitted dual pay codes and using a 'satellite spreadsheet' determine the correct codes and manually update Payroll to process their pay correctly.

Future Vision: The District would like a seamless and automated integration process between Telestaff and the new system that completely eliminates the manual review and update process and satellite spreadsheet.

Vendor Narrative Response: Describe in detail how your proposed solution will address this need.

4.3.3 Monthly Payroll Process

Business Driver: Currently, the District pays full-time, salaried staff monthly, at end of month for current month. Staff enters their time by the second Saturday of the month and must identify not only which days of leave they have taken for the month up to the second Saturday but also the amount of leave they are planning to take for the remainder of the month. The time entry processes do not confirm if an employee has a sufficient leave balance to cover the requested leave. Thus, this causes issues when employees request more leave than they are entitled to take. The District would like to eliminate this scenario from happening and is open to modifying its payroll cycle to accommodate a solution.

Future Vision: The District would like the new system to be able to prevent employees from entering leave requests if they do not have a sufficient balance by the end of the month to cover the request. They would also like to have a system that provides current leave balances associated with a specific payroll cycle instead of a staggered process.

Vendor Narrative Response: Describe in detail how your proposed solution will successfully provide accurate leave balance information and prevent employees from requesting leave when they do not have a sufficient leave balance to cover the request.

5 Proposal Submission Requirements

5.1 General Instructions

The District discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals must be organized consistent with the outline provided in this section of the RFP. Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the District's information requirements.

5.2 Proposal Format and Content

Proposals must be structured, presented, and labeled in the following manner:

- Cover Letter
- Table of Contents
- Section 1 - Executive Summary
- Section 2 – Company Background
- Section 3 – Company Qualifications
- Section 4 – References
- Section 5 – Proposed Solution
- Section 6 – Ongoing Maintenance and Support
- Section 7 – Implementation Approach and Work Plan
- Section 8 – Pricing
- Section 9 – Software Licensing and Maintenance Agreements

Proposals should be prepared on standard 8 1/2" x 11" paper and printed on two sides. All proposal pages should be numbered.

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the Proposal.

Cover Letter

The proposal must include a cover letter that provides the following:

- a) Proposer's legal name and corporate structure
- b) Proposer's primary contact to include name, address, phone, and email

- c) Identification of use of subcontractors and scope of work to be performed by subcontractors
- d) Identification of any pending litigation against the Proposer
- e) Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years
- f) Statement of the Proposer's credentials to deliver the services sought under the RFP
- g) Statement indicating the proposal remains valid for at least 120 days
- h) Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g., employment by the District)
- i) Statement of acknowledgement that the District's legal documents have been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications are noted, the District will assume that the proposer is capable of performing all normal tasks and services without reservation or qualification to the contract
- j) Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it

The Proposal Cover Letter should be concise and brief and not exceed three (3) pages unless Proposer's exceptions to the District's legal documents require it.

Table of Contents

All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers and identified in the Table of Contents.

Section 1 - Executive Summary

This section of the proposal should provide a brief and concise synopsis of Proposer's proposal and a description of the Proposer's credentials to deliver the services sought under the RFP. The Executive Summary should not exceed three (3) pages.

Section 2 – Company Background

This section of the proposal should identify the following:

- 2.1 – A brief description of the Proposer's background
- 2.2 – Identify the location of headquarters, technical support, and field offices and the location of office which would service the District
- 2.3 – Identify Proposer's annual company revenues and profit for the last three company fiscal years

The Background section should not exceed three (3) pages.

Section 3 – Company Qualifications

In this section of the proposal, the Proposer should identify company qualifications and experience in implementing solutions similar to what the District is seeking:

- 3.1 – Describe the Proposer’s familiarity with public sector ERP systems and associated business processes, and experience with the requirements of the State of California
- 3.2 – Identify your existing client base including the number of existing clients using the version/release of the software being proposed. Specifically identify experience with similar sized California Park and Recreation and Fire agencies

The Company Qualifications section should not exceed three (3) pages.

Section 4 - References

The Proposer must provide at least five (5) references with at least three (3) of the references for systems that have been implemented in the last five years. The District prefers references from California agencies of similar size and complexity to the District. For each reference, proposer must provide the following information:

- Name and contact information (i.e. name, title, address, phone, and email)
- Brief project description, including identifying the software version and modules implemented
- Number of employees
- Implementation date
- Implementation timeline and cost

Section 5 - Proposed Solution

In this section of the proposal, the Proposer should identify the proposed solution up to and including the following:

- 5.1 – Provide a brief solution overview identifying origin of system, release history, current release being proposed, and number of operational installations for the proposed software solution
- 5.2 – Provide confirmation that the Proposer is able to meet all requirements in Appendix A – Requirements. If the Proposer is unable to meet or takes exception to any of the requirements, provide a written explanation
- 5.3 – Provide narrative for each Special Response Requirements
- 5.4 – Provide hardware and database specifications for the New System
- 5.5 – Identify any additional recommended functionality or services

The Proposed Solution section should not exceed twenty (20) pages.

Section 6 – Ongoing Maintenance and Support

In this section of the proposal, the Proposer should address the following items in a concise manner:

- 6.1 – Describe ongoing support services including help desk processes and procedures, support hours (in Pacific Standard Time), escalation procedures and response time commitments
- 6.2 – Describe the frequency that application patches and releases have been made available within the past two (2) years
- 6.3 – Identify if there are solution user groups and/or user conferences

The Ongoing Maintenance and Support section should not exceed five (5) pages.

Section 7 - Implementation Approach and Work Plan

The Proposer should identify the proposed implementation approach clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the Proposer and those to be performed by the District.

- 7.1 – Provide a project organization chart highlighting the key staff who will be assigned to the project. Provide bio's for the project manager and other key assigned resources
- 7.2 – Describe your project management methodology and provide a detailed work plan based on your experience in implementing at similar sized agencies. The work plan should identify the timeline, major activities, tasks, deliverables, resources and assumptions
- 7.3 – Describe the roles and responsibilities of the District staff during implementation and provide an estimated level of effort
- 7.4 – Recommend a conversion strategy that includes what data should be converted and describe the conversion methodology
- 7.5 – Describe your training methodology and how you ensure users are prepared to use the proposed solution

The Company Qualifications section should not exceed ten (10) pages.

Section 8 – Pricing (Separate Document)

The District seeks a clear and comprehensive understanding of all costs associated with the implementation and ongoing maintenance of the proposed system. In this section, the Proposer must itemize all costs associated with the implementation and ongoing maintenance. The District will evaluate proposals based on the "Total Cost to Implement (TCI)" and the "Total Cost to Operate (TCO)". TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus five (5) years of annual maintenance fees.

The Proposer's Price Sheet(s) must identify all costs required to complete a successful implementation to include:

- Licensing and Maintenance Costs
- Services
 - Project Management
 - Implementation, installation and configuration
 - Conversion
 - Interface development
 - Training and Documentation
 - Post-Implementation support
- Travel

The District has provided Proposers an electronic (MS Excel) spreadsheet with a pricing template ***that must be completely filled out*** and included in Proposer's response. The District will evaluate Proposer price proposals based solely off the information provided in the Pricing Templates. The templates provide space for Proposers to identify any assumptions or comments that will ensure the District understands what is being proposed.

Section 9 – Software Licensing and Maintenance Agreements

In this section, the Proposer must provide any software licensing and maintenance agreements that will be required to implement the Proposer's solution.

6 Proposal Evaluation

An Evaluation Committee shall review all proposals to determine which Proposers have qualified for consideration. The evaluation will include at least an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal
- Ability to meet the needs of the District
- Well thought out timeline and roadmap for “go live” with an agreed upon phased approach negotiated during contract
- Proven technical ability to design, install and support the proposed system
- Anticipated value and price
- Perceived risk or lack thereof
- Company financial stability
- References for each application proposed
- Results of interviews, demonstrations, and site visits
- Ability to prepare and execute a contract in a timely manner
- Commitment to continually evolving the system to remain current with evolving best practices

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

7 RFP Terms and Conditions

A. Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

B. Gratuities

No person will offer, give or agree to give any District employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the District. No District employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a District contract.

C. Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the District no later than the "Deadline for Written Questions and Comments" detailed in the Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the District, in writing, by the Deadline for Written Questions and Comments.

D. Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's contractors. Accordingly, all Proposers entering into contracts with the District will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E. Proposal Preparation Costs

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

F. Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1.4). After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

G. Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

H. Incorrect Proposal Information

If the District determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

I. Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the District, at its sole discretion, may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

J. Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

K. Right to Refuse Personnel

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The District reserves the right to interview and approve all Proposer staff members. Proposer's staff may be subject to the District's background and drug testing processes at any time.

L. Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the District.

M. Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

N. Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the District in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

O. Contract Negotiations

After a review of the proposals and completion of the demonstration and POC, the District intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the District will open negotiations with the next ranked service provider.

P. Execution of Contract

If the selected Proposer does not execute a contract with the District within fifteen (15) business days after notification of selection, the District may give notice to that service provider of the District's intent to select from the remaining Proposers or to call for new proposals, whichever the District deems appropriate.

Q. Right of Rejection

The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the District or otherwise qualify their proposals. If a Proposer does so, the District may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

The District reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the

RFP. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFP.

R. Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

S. Proprietary Information

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District will constitute a complete waiver of all claims for damages caused by any release of the information.

T. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

U. RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

V. Proposal Amendment

The District will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the District.

W. Consultant Participation

The District reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second opinion. The District may also invite said consultant to participate in the Proposal Evaluation process.

X. Warranty

The selected software proposer will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP, demonstrated in both the software demonstration and subsequent proof-of-capabilities. Further, that the requirements as stated in this

RFP will become part of the selected software proposer's license and the software proposer will warrant to the requirements. The selected proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all application modules included in the implementation.

Y. Rights of the District

The District reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals, if necessary, for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the District

An agreement will not be binding or valid with the District unless and until it is approved by the District Board of Directors and executed by authorized representatives of the District and of the Proposer.

Appendix A – Requirements

Contents

1	General Requirements.....	25
1.1	User Interface.....	25
1.2	Workflow.....	25
1.3	Document Management	26
1.4	Reporting and Analysis.....	26
2	Finance	27
2.1	General Ledger	27
2.2	Bank Account Management and Bank Reconciliation	28
2.3	Procurement/Purchasing	28
2.4	Accounts Payable.....	29
2.5	General Billing (Accounts Receivable)	30
2.6	Cash Receipts (Cashiering).....	31
2.7	Budgeting	31
2.8	Fixed Asset Management.....	32
2.9	Inventory/Warehouse Management.....	33
2.10	Vendor Management	33
2.11	Contract Management	33
2.12	Grant Management.....	33
2.13	Project Management	34
2.14	Position Control	34
3	Human Resources	35
3.1	General Functions	35
3.2	Recruitment	35
3.3	Onboarding.....	35
3.4	Benefits Maintenance & Administration	36
3.5	Leave Accounting	36
3.6	Training & Certification	36
3.7	Personnel Actions and Performance Reviews.....	36
3.8	Separation/Off boarding	36
3.9	Employee Self-Service Requirements	37
3.10	Time & Attendance	37
4	Payroll.....	38
5	Technical	40

5.1	General Design/Architecture	40
5.2	Configuration	40
5.3	Audit and Security	40
5.4	Interoperability/System Interfaces	41

1 General Requirements

1.1 User Interface

The District will be evaluating the intuitiveness/ease of use of each solution's user interface design. This subjective evaluation will consider the components listed below:

- Organization – Are the screen layouts well organized in the relationships of objects on the screen and screen navigation? Are they simple, including only relevant elements? Are the most important elements effectively emphasized? Is color used effectively?
- Consistency – Does the solution use the same conventions across all elements of the user interface? How well are industry standard conventions followed? Are common processes used for processing similar kinds of transactions? Are internal controls over data entry, transaction processing and reporting applied consistently?
- Economy – Does the interface provide efficient navigation and data entry? Are short-cuts offered for frequently accessed processes, screens, reports, etc.?
- Search Capabilities – How easy is it to access the search function? Does the search reach across the system including attached documents? Are the search results presented in a useful way? How quickly are search results returned?
- Help – Is on-line help available? Is it context sensitive? Is the content appropriate? Are user manuals available for download?

Additional requirements are listed below:

- 1.1.1 *Provides a browser-based user interface*
- 1.1.2 *Supports mobile technologies (e.g. smartphones, tablets)*
- 1.1.3 *Provides the ability to drill-down and drill-across from a transaction view to the supporting source data and documents*
- 1.1.4 *Provides fully integrated functionality such that data is entered only one-time (single-points of data entry) to eliminate re-keying of information*

1.2 Workflow

The solution must provide integrated workflow management capability, including generation, routing, notification and approval of internal forms, reports and other documents and processes (e.g. payables processing, purchase orders, GL transaction approval, payroll processing, budgeting, etc.) for all core modules. Additional requirements are listed below:

- 1.2.1 *Provides ability to establish multiple approval levels based on user-defined criteria (e.g. dollar amounts, types of items purchased, document types, etc.)*
- 1.2.2 *Allows out of office approval delegation*
- 1.2.3 *Provides multiple attributes to define which users participate in which steps of the workflow processes (e.g. GL number segments, unique groupings, project/task codes, object/spend category codes, consideration of roles, etc.)*

1.2.4 Integrates with the email system to assist in the notification and approval steps

1.3 Document Management

The solution must provide a way to store and retrieve electronic images (e.g. purchase orders, payroll checks, accounts payable invoices, W2's, 1099's, etc.) that are attached to the appropriate transaction record (i.e. an individual's paycheck and not the entire check run for the pay period) for all core modules. Additional requirements are listed below:

1.3.1 Supports multiple media formats (e.g. audio, video, image, etc.)

1.3.2 Provides the ability to support retention policies with respect to images managed by the system

1.3.3 Offers drill-down/drill across features for users to view documents associated with financial, payroll, and personnel transactions.

1.3.4 Integrates with the existing document management solution

1.4 Reporting and Analysis

The solution must provide reporting and analysis functionality. The list below identifies reporting and analysis requirements and provides criteria that District will consider during the evaluation:

- Standard Reporting – What standard reports are available? How relevant are they? Can they be copied and customized by users?
- Adhoc Reporting – How much data is accessible through adhoc reporting? How easy is it for business users to learn?
- Notifications– How does the system notify user maintained groups that new reports have been created or that the reporting environment has been changed?
- Scheduling – How are reports scheduled?
- Exports – What formats (e.g. Excel, Adobe, flat file, delimited, etc.) does the solution support?
- Dashboard/Scoreboards – What dashboards and/or scoreboard functionality is available? What data elements (e.g. metrics, KPIs, reports, charts, etc.) are available? Are the elements presented in a meaningful way? How easy is it to customize for each user? Can users create their own elements? Can users define thresholds?

Additional requirements are listed below:

1.4.1 Provides modeling tools to do 'what if' analysis and forecasting (i.e. analysis of revenue / expenditure trends and the ability to develop forecast projections)

1.4.2 Transactions are processed in real-time and are immediately available for inquiry and reporting

1.4.3 Reports/inquiries allow users to drilldown to source transactions

2 Finance

2.1 General Ledger

The solution must support the following core requirements;

- Maintains accounts for transactions via elements such as: fund, program, organization, project, activity, cost center, object class or any other elements needed to meet the reporting needs of the District
- Ensures all financial transactions post individually and/or in summary to the general ledger, regardless of the transaction source ensuring each entry is balanced and auditable.
- Supports accrual and cash accounting methods creating appropriate entries needed at the end of a period (month or year) and for purposes of opening a new period (i.e. rolling forward account balances or reversing certain year end entries)

Additional requirements are listed below:

General

- 2.1.1 *Provides the ability to add notes / comments to transactions that post to the GL*
- 2.1.2 *Enforces rules for entry validation based on roles at departmental / user level to prevent incorrect account coding*
- 2.1.3 *Captures multiple dates (e.g. transactional, posting, data entry, etc.)*
- 2.1.4 *Supports multiple ledgers*

Chart of Accounts

- 2.1.5 *Supports a flexible Chart of Accounts structure with room for growth within each field and expanded use of segments in the future*
- 2.1.6 *Provides ability to reclassify the Chart of Accounts as necessary in support of organizational changes without having to create an entirely new Chart of Accounts*
- 2.1.7 *Allows for mixed case alpha-numeric values across all segments*
- 2.1.8 *Allows for object code category*
- 2.1.9 *Provides crosswalk information within COA administration*

Journal Processing

- 2.1.10 *Supports the following journal processing capabilities: one-time, standing, automated recurring, allocations & distributions, automatic reversals (accruals) and corrections*
- 2.1.11 *Identifies the source of journals (e.g. Budget, Sub-system, Import, etc.)*
- 2.1.12 *Allows multiple periods to be open at the same time*
- 2.1.13 *Manages due to / due from transactions*

Closing

2.1.14 *Supports period end soft close processes (i.e. secures new entries to a closed accounting period for specific modules)*

2.1.15 *Allows multiple year-end closings*

2.1.16 *Provides automated year-end closing of revenue and expenditure accounts and the automated roll forward balance sheet accounts (as appropriate) to establish subsequent year beginning balances*

Reporting and Analysis

2.1.17 *Provides Comprehensive Annual Financial Report (CAFR)*

2.1.18 *Provides automated, flexible and efficient month-end reporting*

2.2 Bank Account Management and Bank Reconciliation

The solution should provide the ability to manage and reconcile multiple bank accounts and transfer funds between the accounts. Additional requirements are listed below:

2.2.1 *Provides the ability to accept and process manual or scheduled payments from third parties*

2.3 Procurement/Purchasing

The solution must provide fully integrated “procure-to-pay” functionality supporting a range of purchasing methods from requisition through issuance of the purchase order. Additional requirements are listed below:

Requisition

2.3.1 *Enforces the purchasing policy rules for “Open Market” purchases (under policy thresholds that do not require a PO), General Purchases, Informal Bidding, Formal Bidding, Authority Limits, Sole Source, and Emergency Purchasing procedures*

2.3.2 *Performs budget checking during requisition, purchase order creation and invoice processing*

2.3.3 *Supports the purchase of recurring services by automatically generating a requisition/purchase order based on pre-established criteria (i.e. Health Insurance, Cleaning Services, and Leased Vehicles)*

Encumbrance

2.3.4 *Provides the ability to pre-encumber/encumber requisitions and purchases –and the ability to override transactions that fail budget check*

2.3.5 *Provides the ability to encumber into one account, pay with a different account and release encumbrances while depleting amount of the PO*

2.3.6 *When a PO or requisition is cancelled or over, automatically reverses pre-encumbrance and encumbrance amounts as appropriate*

Purchase Order

-
- 2.3.7 *Provides the ability to have a single PO be associated with multiple departments and/or funding sources (Cross Department PO's)*
 - 2.3.8 *Supports standing departmental PO's, based on dollar limits*
 - 2.3.9 *Supports Annual, Blanket, Multi-Department PO Types*
 - 2.3.10 *Supports multiple line items per PO with the option of associating different GL strings with each line*
 - 2.3.11 *Captures internal or external justifications, notes, or comments on purchase order. Internal comments should only be visible to staff*
 - 2.3.12 *Limits which users are authorized to override PO limits established*
 - 2.3.13 *Provides near real-time expense tracking on all PO's and Blanket PO's*
 - 2.3.14 *Prevents a purchase order from being issued to an inactive vendor*

Year End

- 2.3.15 *Defines close and roll-over dates at system and module level*
- 2.3.16 *Supports the maintenance of open POs over multiple years*
- 2.3.17 *Supports year-end activities such as conditional PO closure and the ability to roll purchase orders to the new fiscal year*
- 2.3.18 *Automates PO rollover process including appropriate treatment of carryover budget amounts*
- 2.3.19 *Allows users to enter POs for the new fiscal year prior to the start of that fiscal year*
- 2.3.20 *Supports managing District P-Card usage and processing related payments in coordination with bank*
- 2.3.21 *Provides real-time access to PO information related to encumbrances, balances, adjustments and postings*

Document Management and Workflow

- 2.3.22 *Supports document scanning and attachment, makes documents accessible throughout the procurement process (requisition, purchase order, packing slips, accounts payable)*
- 2.3.23 *Provides the ability to configure alerts (percentage/dollar-based) when an invoice (or combination of invoices) is on the verge of exceeding the approved PO amount*

2.4 Accounts Payable

The solution must support payments to various entities including but not limited to: vendors for services or goods, employees expenses, retirees, other agencies for loans and apply appropriate controls over all payments. Additional requirements are listed below:

Invoice Receipt

- 2.4.1 *Supports importing of electronic invoices*
- 2.4.2 *Automates matching the PO, receiver and invoice*

- 2.4.3 *Reflects invoice amount on account balances immediately*
- 2.4.4 *Manages vendor invoice credits with associated adjustments to encumbrances and PO balances*
- 2.4.5 *Checks the status of all open / pending invoices*

Payment Calculation

- 2.4.6 *Alerts staff about and calculates payment discounts*
- 2.4.7 *Supports automatically calculating shipping and taxes as appropriate for items being paid at time of data entry*
- 2.4.8 *Allows payments which can be scheduled over a time period and with associated tracking of payment terms*

Payment Process

- 2.4.9 *For multi-line item POs, allows selection of one or more of those line items during invoice processing*
- 2.4.10 *Creates POS Pay files*
- 2.4.11 *Supports processing of 1099's and for 1099 reporting requirements*
- 2.4.12 *Supports refund and retention payment processing*
- 2.4.13 *Provides the ability to short close a POs based on user defined parameters*
- 2.4.14 *Provides for ACH payments to vendors with notification that payment was sent*

Check Generation

- 2.4.15 *Generates more than one check for a vendor during a check process*
- 2.4.16 *Generates multiple page checks*
- 2.4.17 *Generates on demand manual checks*

Workflow

- 2.4.18 *Alerts for invoices that are aging and where penalties may apply for late payments*

2.5 General Billing (Accounts Receivable)

The solution must support invoicing of various entities including but not limited to: citizens, former employees, businesses and other governmental entities. It should support invoicing for a variety of items such as false alarms, grants, property damage, COBRA, encroachment permits and miscellaneous items and services. It should record receivables and payments against customer accounts. Additional requirements are listed below:

- 2.5.1 *Provides customizable invoices*
- 2.5.2 *Provides the ability to add user-defined messages to invoices and statements*
- 2.5.3 *Provides options for off-cycle and regular batch bill runs*

- 2.5.4 *Ensures appropriate cross-references to payment history and open balances for refunds processing*
- 2.5.5 *Ensures payments immediately affect customer account balances even while batches still are open.*
- 2.5.6 *Provides statements of cumulative activity (vs. invoices only)*
- 2.5.7 *Features NSF check processing including reversing payments, appropriate reversing of accounting transactions, rebilling with NSF check charge(s), and associating these events with the customer's account*
- 2.5.8 *Provides on demand and interval-based (i.e. weekly) past due payments and aging reports with notifications*
- 2.5.9 *Provides accounts aging data sufficient to support collection activities*
- 2.5.10 *Automates 2nd and 3rd notices of missed payments*

2.6 Cash Receipts (Cashiering)

The solution must support a centralized cashiering module to collect and manage payment transactions (cash, checks, credit cards, electronic payments) from multiple locations on a daily basis.

2.7 Budgeting

The solution must provide an automated electronic budget process with decentralized entry, workflow and related notifications/alerts. It should track budget revisions and support mid-year amendments, support multiple year budgets and multiple year revenue and budget projections. Additional requirements are listed below:

- 2.7.1 *Tracks various budget versions (i.e. Department Head version vs. General Manager version)*
- 2.7.2 *Projects fund balance details automatically (i.e. reflecting projected reserves, revenues, expenses and inter-fund transfers that would result in an ending fund balance)*
- 2.7.3 *Provides the option to seed budgets zero-based, with historical data (e.g., last year's actuals) or with increasing/decreasing factors down to the object level*
- 2.7.4 *Allows departmental entry of justifications and background data related to requests. This information should stay with line item entries through budget level-up cycles*
- 2.7.5 *Processes mass changes to various accounts during budget process, such as a reorg*
- 2.7.6 *Offers the ability to control budget rollups at multiple levels*
- 2.7.7 *Offers the ability to add/delete/reallocate/shift positions and updates proposed budgets in real-time*
- 2.7.8 *Allocates employee costs by percentage to multiple account strings*

- 2.7.9 *Offers processes for updating the budget to reflect changes for such things as COLAs, adjustments to variable benefits, updates to fixed benefits, and other misc. personnel related rate adjustments*
- 2.7.10 *Provides status tracking relative to departmental budget approvals*
- 2.7.11 *Automates roll-forward for selected operational and multi-year CIP project budgets*
- 2.7.12 *Provides for designating prioritized essential services / core functions*

Reporting and Analysis

- 2.7.13 *Provides the ability to report on justification comments by budget line item*
- 2.7.14 *Allows multiple funding sources for individual employees*
- 2.7.15 *Offers the ability to see budget-to-actuals in real-time with drill-down capabilities*
- 2.7.16 *Allows negative amounts to be entered with appropriate security*
- 2.7.17 *Supports publication of the “annual budget document” via direct leveraging of system outputs/forms/reports*
- 2.7.18 *Allows users to change key underlying assumptions to impact forecasts*
- 2.7.19 *Provides modeling for “what if” scenarios and forecasting tools for “10 Year Cash Flow Projections”*
- 2.7.20 *Fully integrates with MS Excel for budget development (worksheet export to excel, data imported from excel, excel based forecasting)*

Document Management

- 2.7.21 *Allows document attachment at the budget line item level*

2.8 Fixed Asset Management

The solution must provide asset management functionality to capture and maintain information associated with the leased and capitalized assets. Additional requirements are listed below:

- 2.8.1 *Allows multiple funding sources per asset including Grant funding sources*
- 2.8.2 *Provides or interfaces with asset tag solution*
- 2.8.3 *Provides Parent / Child associations for assets*
- 2.8.4 *Ties an asset(s) to a CIP project*
- 2.8.5 *Tracks non- capitalized assets*
- 2.8.6 *Supports various asset depreciation schedules, the ability to change depreciation methodologies, and (from a point in time) recalculates depreciation based on the remaining life*
- 2.8.7 *Tracks asset maintenance (including enhancement and transfers) and projected associated costs*
- 2.8.8 *Allows for creation of asset as part of purchase requisition.*

2.9 Inventory/Warehouse Management

The solution must include an inventory/warehouse management function to track and manage inventory including location, cost and counts. It should support multiple methods of valuations and surplus disposal.

2.10 Vendor Management

The solution must provide the ability to maintain vendor information to process payments and track required insurance requirements and related certificates needed for doing business with the District. Additional requirements are listed below:

2.10.1 Prevents duplicate entry of vendor records

2.10.2 Supports CA Employment Development Department (EDD) reporting requirements (cumulative payments over \$600 within a given year) for independent contractors

2.10.3 Provides a vendor self-service portal with functions that include:

- *Provide vendor related forms online*
- *Submit requests to become “registered” vendors*
- *Register and receive notifications for formal bids and to download information and upload bids accordingly (optional as this currently exists with District website)*
- *Check invoice / payment status checks*
- *View appropriate transactional history associated with POs*
- *Make changes to address, phone, primary contact, etc.*

2.11 Contract Management

The solution must provide functionality to support bid requests, negotiation and management of vendor contracts. It should track and manage contract status information (e.g. milestone payment schedule, payment terms, payments, incentives, amendments, renewal status, expiration dates or dollars, etc.).

2.12 Grant Management

The solution must support the establishment of grants and the recording of expenditures against grants. It should capture the type of grant (local, state and federal), grantor information, match terms, grant begin and end date, and grant drawdown activity. Additional requirements are listed below:

2.12.1 Allows users to establish budgets, track activities and manage reimbursements/billings related to CIP grants and to associate those grants with projects as appropriate

2.12.2 Allows real-time access to grant costing details

2.12.3 Ensures overhead % allocations are consistently and accurately applied

2.13 Project Management

The solution must provide functionality to manage Capital Improvement Projects (CIP) including tracking funding sources and budget to actual expenditures. It also must provide the ability to associate projects into multiple categories and subcategories. Additional requirements are listed below:

Payroll Integration

- 2.13.1 *Divisions (Job-Sub-Phases) as the user wishes to establish*
- 2.13.2 *Captures staff time and associates it directly to a project using a blended hourly rate (or actual rate) based on defined project rules*
- 2.13.3 *Includes notes associated with hours submitted at the project level*
- 2.13.4 *Associates project codes directly with employee time entry for actual costs vs. allocations*
- 2.13.5 *Tracks Phases / Tasks under a project sub- account*
- 2.13.6 *Collects detailed labor, material and miscellaneous other costs, and tracks related units of measure (such as hours)*
- 2.13.7 *Manages allocations at multiple levels and reconciles to the GL*
- 2.13.8 *Tracks project budgets (which are typically linked to funding sources)*
- 2.13.9 *Allows “project type” definitions and user defined fields to assist in managing necessary information*
- 2.13.10 *Records expenditure activity against the project budget (by pre-defined project task or activity)*
- 2.13.11 *Tracks reimbursements on a project level (e.g., Grant Reimbursements)*
- 2.13.12 *Breaks down projects into phases such as mobilization, overhead, supervision, engineering, drafting, layout, miscellaneous, sub-contracts, shop work, field work, installation, etc.*
- 2.13.13 *Carries over CIP projects over multiple years - by group or individually*
- 2.13.14 *Provides the ability to rollover projects based on actual account level or budget level*
- 2.13.15 *Tracks actual, committed and estimated (or budgeted) costs*
- 2.13.16 *Provides real-time project budget balances with the option to include pending staff time or pending invoices in process*
- 2.13.17 *Provides details for PO balance, invoice lists and reimbursements at project levels*
- 2.13.18 *Views of digital check copy for reimbursement purposes*

2.14 Position Control

The solution must provide position control functionality to facilitate managing the organizational structure, positions and financial budgeting for the positions.

3 Human Resources

3.1 General Functions

The solution must maintain an employee master file that includes data elements such as: Employee ID, basic demographics, address information, emergency contacts, survivor/beneficiary information, dependent information, history of salary changes (effective start and end dates), training and certification requirements and history and history of personnel actions. Additional requirements are listed below:

3.1.1 *Maintains employee photo*

3.1.2 *Provides employee directory functionality*

Reports

3.1.3 *Provide Seniority Listing*

3.1.4 *Provide Federal and State Government Mandated HR reporting:*

Federal HR Reports

- *IRS Report/Extract (Quarterly)*
- *SSA W-2 Report/Extract (Annual)*
- *EEOC EEO-4 Report/Extract (Odd Years)*
- *DOL VETS 100 Report/Extract (Annual)*

State HR Reports

- *EDD New Hire Report/Extract (Every Pay Period)*
- *EDD PIT, SDI, UI Report/Extract (Quarterly)*

3.2 Recruitment

The solution must provide functionality to manage the recruitment process from position request through to hiring. It should track the history of candidate submissions and vetting results (interview, testing, reference checks, drug testing, background checks, etc.).

3.3 Onboarding

The system must provide functionality to manage processes and procedures for employee onboarding. This includes the initiation of the process and a checklist of tasks that need to be performed to successfully educate an employee on the organization and its culture and prepare them with the necessary knowledge, skills, access, equipment, etc. to become effective and contributing members of the organization as quickly as possible.

3.4 Benefits Maintenance & Administration

The solution must provide a flexible, rules-based benefits management functionality to manage standard public employee benefits such as medical, dental, disability, life insurance and public safety benefits. Additional requirements are listed below:

- 3.4.1 Comply with current and future Affordable Care Act (ACA) requirements including automatic notification to employee when a dependent is approaching coverage discontinuance at age 26*
- 3.4.2 Comply with Consolidated Omnibus Budget Reconciliation Act (COBRA) requirements*
- 3.4.3 Comply with Health Insurance Portability and Accountability Act (HIPAA) requirements*
- 3.4.4 Supports California Public Employees Retirement System (CalPERS) to manage pension, health and retirement benefits for California public employees and retirees*
- 3.4.5 Supports California Public Agency Retirement Services (PARS) to manage benefits for part-time, seasonal and temporary employees including tracking and notification of employees nearing 1000 hours to move from PARS to PERS*
- 3.4.6 Maintain eligibility dates for different plans based on different rules*
- 3.4.7 Support Retirees Reimbursement Management process*

3.5 Leave Accounting

The solution must manage available leave balances, leave taken, lost, payments and balances for various types of leaves (e.g. Paid time off (PTO), Vacation, Sick, Family Medical Leave Act (FMLA), Disability, Worker's Compensation, Donated Leave for recipient and Donor).

3.6 Training & Certification

The solution must track required position-specific job certifications and mandatory training including training results and history and expirations and provide automated notification of expiring certifications to supervisors and employees based on user-defined rules.

The solution, where appropriate, should be capable of integrating with other 3rd industry proven training systems and tools (such as TargetSolutions).

3.7 Personnel Actions and Performance Reviews

The solution must provide the functionality to manage personnel actions from initiation, review, authorization and approval for actions such as promotions, demotions, salary increases, disciplinary events and suspensions, separations, leave and performance reviews.

3.8 Separation/Off boarding

The system must provide functionality to manage processes and procedures for employee separation due to termination, retirement, resignation or transfer. This includes the initiation of the process and a

checklist of tasks that need to be performed to successfully exit an employee based on type of separation.

3.9 Employee Self-Service Requirements

The solution must provide employee self-service functions such as: view paycheck history and personnel actions, request W-4 changes, leave, cash-outs, update benefits during open enrollment or due to life changes, change profile data (e.g. address, phone number, emergency contact, and beneficiaries).

3.10 Time & Attendance

The solution must provide functionality to collect time, positive pay exceptions, time adjustments to multiple work schedules. Additional requirements are listed below:

- 3.10.1 Provide ability to define and validate business rules at time of collection (i.e. Prevent employees from entering adjustments that will cause employee leave balances to be exceeded)*
- 3.10.2 Prevent employees from entering invalid data (i.e. earnings or pay codes for which they are not authorized to use)*
- 3.10.3 Allow employees to enter prior period leave*

Interface Requirements

- 3.10.4 Update Payroll Systems with data needed to process pay based on data entered for time*

4 Payroll

The solution must support the employee payroll processes including calculating:

- Wages based on flexible, user defined rules (e.g. Pay status, overtime rules and eligibility, out of class, premium pays, multiple work schedules, retroactive and manual payments, Fair Labor Standards Act (FLSA) overtime, etc.),
- State and Federal taxes
- Deductions and leave according to business rules setup in the HR Benefits system.
- Payments for government and 3rd party agencies (e.g. benefits, retirement, etc.) and support State and Federal tax filings.

Calculate accruals including but not limited to: comp time, leave, workers compensation, vacation and other pay-outs.

Additional requirements are listed below:

- 4.1.1 *Support multiple earning/pay codes including but not limited to Acting Pay and Special Pays that may change between pay periods*
- 4.1.2 *Support flexible definition of shift work and work schedules*
- 4.1.3 *Support flexible percentage of defined pay range*
- 4.1.4 *Support setup of earning codes, deductions codes and others at the company level*
- 4.1.5 *Support multiple benefit deduction codes*
- 4.1.6 *Support mass upload of setup changes to various employee groups.*
- 4.1.7 *Support multiple employee groups with different MOU requirements and benefits (i.e. differing leave accrual level, differing premiums)*
- 4.1.8 *Support multi-rate positions*
- 4.1.9 *Provide flexibility to define “PERSable”, including different setups for different employee groups and other similar accumulators including Public Safety positions that may have overtime calculations in the other classification.*

Payroll Processing

- 4.1.10 *Provide and enforce rule based validation and prevent duplicate earning codes at employee level, etc.*
- 4.1.11 *Calculate step, increment, and percentage pay increases for all or a group of employees*
- 4.1.12 *Support multiple concurrently open payrolls (e.g. vacation, sick or comp time cash outs, etc.)*
- 4.1.13 *Support multiple ‘re-runs’ of payroll prior to final payroll run.*
- 4.1.14 *Generate paychecks, direct deposit (supporting deposits across multiple accounts on a single check), EFT files, and related positive pay (exception based) files*

Paystub

4.1.15 Identifies all elements used to calculate pay on the paystub

4.1.16 Identifies key information for employee (leave balances, allocation of direct deposit accounts, etc.) on the paystub

5 Technical

5.1 General Design/Architecture

The solution must be a commercially available product with regular vendor scheduled maintenance and software releases. Additional potentially unique or custom requirements are listed below:

- 5.1.1 Utilizes open-systems architecture*
- 5.1.2 Includes a relational, Structured Query Language (SQL) compliant database*
- 5.1.3 Be upgradeable to accommodate changes in laws, regulations, best practices and new technology*
- 5.1.4 Includes complete installation, operating and system maintenance documentation (If maintained by the District)*
- 5.1.5 Provides revised documentation concurrent with new software releases*
- 5.1.6 Provides common error-handling routines across the system modules*

5.2 Configuration

The solution must provide the ability for system administrators to create and apply 'custom' business rules to workflows and various calculations processes throughout the system through configuration. Additional requirements are listed below:

- 5.2.1 Provides the ability to create user-defined fields, screens and hot keys*
- 5.2.2 Provides the ability to configure codes, report parameters and other elements to meet specific business needs using configuration and operating parameters provided by the District and without the assistance of the software vendor*
- 5.2.3 Provides the ability to customize help text*
- 5.2.4 Provides the ability to customize common error messages*

5.3 Audit and Security

The solution must be designed to protect all data from unauthorized access or alteration. Additional requirements are listed below:

- 5.3.1 Is compliant with the National Institute of Standards and Technology (NIST) Security Standards*
- 5.3.2 Enforces the District's password policy:*
 - *Passwords must be non-printing/displaying*
 - *Must be a minimum length of 8 characters*
 - *Must use combination of alpha numeric and special characters*
 - *Must allow system administrator to define password expiration timeframe*
 - *Must allow system administrator to prohibit use of reusing passwords*

5.3.3 *Allows the system administrator to:*

- *Configure control access to the application, modules, transactions and data*
- *Define data access rights (e.g. create, read, update, delete) by user ID or functional role*
- *Define functional access rights (e.g. processes, screens, fields and reports) by user ID or functional role*
- *Restrict access to sensitive data elements (e.g. social security numbers, banking data, etc.) by user ID, user groups or functional role*

5.3.4 *Maintains audit logging to record access activity:*

- *Login/logout attempts by user and workstation;*
- *User submitted transactions;*
- *Initiated processes*
- *System overrides; and*
- *Additions, changes or deletes to application maintained data*

5.3.5 *Allows the system administrator to define what transaction types are audited*

5.3.6 *Allows the system administrator to query the audit log by type of access, date/time stamp range, user identification and terminal ID.*

5.3.7 *Integrates with Active Directory*

5.3.8 *Captures defined transaction details and the ability of authorized staff to view that detail*

5.3.9 *Provides object, row and field level security*

5.3.10 *Restricts access to specific screens or processes*

5.3.11 *Provides user group security*

5.3.12 *Extends security settings to reporting tools/layers*

5.4 Interoperability/System Interfaces

The solution must provide the ability to import and export data to and from external systems and/or integrate real-time with external systems. Additional requirements are listed below:

5.4.1 *Includes an API to accept data generated by external applications*

5.4.2 *Provides control information (e.g. control totals, record counts) to confirm receipt and processing of transactions*

5.4.3 *Ensures transactions submitted via the API are subject to the same business rules as transactions submitted via the user interface*

5.4.4 *Provides a notification to users of transactions that fail edits and provide a way for users to view, update, delete and automatically resubmit transactions for processing*

5.4.5 *Supports direct Electronic Data Interchange (EDI) formats (e.g. EDI 810 Invoice, EDI 820 Payment Order/Remittance Advice, EDI 850 Purchase Order, etc.)*

5.4.6 *Integrates or interfaces with the systems below real-time, through scheduled two-way file exchanges and / or manually processed imports:*

Vendor/Product	Description
Active Network Class	Cash receipts into GL
F&M Bank	Bank statement reconciliation
GolfNow	Cash receipts
ImageTrend	
Kronos (PDSI) Telestaff	Fire Department Time Entry for Payroll
Laserfiche	Document management system that stores scanned checks from GP
Team Sidelines	Adult Sport League Management

Appendix B – Professional Services Agreement

COSUMNES COMMUNITY SERVICES DISTRICT [MODEL] PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Cosumnes Community Services District, a public agency organized under the laws of the State of California with its principal place of business at 8820 Elk Grove Boulevard, Elk Grove, California (“District”), and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS e.g., CORPORATION], with its principal place of business at [INSERT ADDRESS] (“Consultant”). District and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional engineering consultant services required by District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [INSERT TYPE OF SERVICES] services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for the [INSERT NAME OF PROJECT AND CONTRACT NUMBER, IF APPLICABLE] project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consultant services and advice on various issues affecting the decisions of District regarding the Project and on other programs and matters affecting District (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to [INSERT ENDING DATE], unless earlier terminated as provided herein. [INSERT

THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL; OTHERWISE, ALWAYS DELETE: District shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than [INSERT NUMBER] additional one-year terms.] Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee of District. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of District. The key personnel for performance of this Agreement are as follows: [INSERT NAME(S)].

3.2.5 District's Representative. District hereby designates [INSERT NAME OR TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [INSERT NAME OR TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to District for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.. Any employee of Consultant or its sub-consultants who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such

laws, rules and regulations and without giving written notice to District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

(a) Time for Compliance. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to District that the sub-consultant has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(i) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(ii) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

[NOTE: Consultant and employees of Consultant may not be able to purchase a business automobile policy and consideration may be given to accepting a personal automobile policy with minimum limits of \$1,000,000 each accident. ALWAYS DELETE THIS NOTE.]

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

[NOTE: This requirement may be deleted if Consultant has no employees. ALWAYS DELETE THIS NOTE.]

(iv) Professional Liability: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 Covered Professional Services shall specifically include all work to be performed under the Agreement.

[NOTE: Limits of insurance shall be based on exposure and limits from \$3,000,000 to \$15,000,000 may be required. Factors increasing exposure include size of contract, dependence of District on expertise of Consultant, little or no control exercised by District, large financial impact of project and possible resulting harm to third parties. ALWAYS DELETE THIS NOTE.]

[NOTE: Include the following Section (v) only if there is a pollution liability exposure. If not, delete Section (v) in its entirety and insert "Reserved".]

(v) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of Consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

[NOTE: This coverage may be provided, as set forth above, under a Contractors Pollution Legal Liability Policy or a Professional Liability Policy. If so, then add the following sentence here. ALWAYS DELETE THIS NOTE.]

If the Professional Liability limits are included with the Contractors Pollution Liability limits on a combined form, the combined limit must be at least equal to the sum of the limits required on both policies.

(c) Endorsements.

(i) The policy or policies of insurance required by Section 3.2.10(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance and (v) Contractor's Pollution Liability **[KEEP THIS REFERENCE TO "and (v) Contractor's Pollution Liability" ONLY IF IT IS REQUIRED; OTHERWISE ALWAYS DELETE THE REQUIREMENT FROM THIS SENTENCE.]** shall be endorsed to provide the following:

- (1) Additional Insured: District, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements

shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, officials, officers, employees and agents.
- (6) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the District, its officials, officers, employees and agents.
- (7) Applicability: That the coverage provided therein shall apply to the obligations assumed by Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(ii) The policy or policies of insurance required by Section 3.2.10(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees and agents.

- (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

(iii) The policy or policies of insurance required by Section 3.2.10 (iv) Professional Liability shall be endorsed, as follows:

- (1) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) Deductible. Any deductible or self-insured retention must be approved in writing by District and shall protect the District, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) Evidence of Insurance. Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Sub-consultants. Consultant shall be responsible for causing sub-consultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding District as an Additional Insured to the sub-consultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] dollars (\$[INSERT NUMBER]) without written approval of District's [INSERT TITLE]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the

parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" shall be adjusted each year at the time of renewal in accordance with the Consumer Price Index, All Urban Consumers, **[fill in appropriate consumer price index]**, or at the percentage rate set forth in Exhibit "C." **[IF NO RENEWAL OPTION IS INCLUDED IN THIS AGREEMENT, DELETE THIS SECTION 3.3.5 AND INSERT "RESERVED"]**

3.3.6 Labor Code Compliance. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to District through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>District</u>	<u>Consultant</u>
Cosumnes Community Services	[INSERT NAME]
District	ADDRESS
8820 Elk Grove Blvd., Suite 1	ADDRESS
Elk Grove, CA 95624	CONTACT PERSON]
Attn: [INSERT NAME]	

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

(a) Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans,

specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all sub-consultants to agree in writing that District is granted an exclusive and perpetual license for any Documents & Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by District. District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk.

(b) Intellectual Property. In addition, District shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement. District shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by District, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of District. Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of District. All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. District further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

(c) Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the

performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to District in order to allow District to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

(d) Infringement Indemnification. Consultant shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and sub-consultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against

District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 3.5.6 shall survive any expiration or termination of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. District reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Employment Adverse to District. Consultant shall notify District, and shall obtain District's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against District during the term of this Agreement.

3.5.24 Conflict of Employment. Employment by Consultant of personnel currently on the payroll of District shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Consultant of personnel who have been on District's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Consultant securing this or related Agreements with District, is prohibited.

3.5.25 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.26 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**COSUMNES COMMUNITY SERVICES
DISTRICT**

[INSERT NAME OF CONSULTANT]

By: _____

[Name]
[Title]

By: _____

[Name]
[Title]

EXHIBIT "A"
SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

EXHIBIT "B"
SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW: In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from **[INSERT BEGINNING AND ENDING DATE; USUALLY FISCAL YEAR]**. The second renewal period shall be from **[INSERT BEGINNING AND ENDING DATE; USUALLY FISCAL YEAR]**. **[REPEAT THE SENTENCE FOR EACH RENEWAL PERIOD. ALWAYS DELETE OTHERWISE]**

EXHIBIT "C"
COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW: In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above shall be adjusted each year at the time of renewal described in Exhibit "B" in accordance with **[THE CPIU AS FOLLOWS:** the Consumer Price Index, All Urban Consumers, fill in appropriate consumer price index] **[AT A FIXED PERCENTAGE RATE AS FOLLOWS:** the following percentage rate: ____%].

