

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the 18th day of May, 2018, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and SDI PRESENCE LLC, a Delaware limited liability company (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional consulting services for assistance in preparation of a Request for Proposal for the selection of an Enterprise Resource Planning System, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a consultant and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Chief Information Officer (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through May 1, 2019, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00), paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with

applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault

or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an

executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status,

sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state,

regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: [Signature]
BRYON HORN
Chief Information Officer
Department of Information Services

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: [Signature]
Deputy 5.8.18

No signature of City Attorney required.
Standard Document #ALL-S 3.1 has been
used without modification, as certified by
the undersigned.

By: [Signature]
BRYON HORN
Chief Information Officer

Addresses:

CITY:
City of Fresno
Attention: Bryon Horn,
Chief Information Officer
2600 Fresno Street, Room 1059
Fresno, CA 97321
Phone: (559) 621-7101
FAX: (559) 457-1002

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

SDI PRESENCE LLC,
a Delaware limited liability company

By: [Signature]
Name: DAVID A. GUPTA

Title: CEO
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: [Signature]
Name: Sharee L. Wolff

Title: CFO
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

CONSULTANT:
SDI PRESENCE LLC
Attention: David Gupta,
Chief Executive Officer
200 East Randolph Street, Suite 3550
Chicago, IL 60601
Phone: (916) 692-2000, ext. 201
FAX: (916) 692-2022

Exhibit A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno ("City")
and SDI Presence LLC ("Consultant")**

RFP for Enterprise Resource Planning System
PROJECT TITLE

See attached Response to RFP #3595

SCHEDULE OF FEES AND EXPENSES

See attached Response to RFP #3595

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno ("CITY") and SDI Presence LLC ("CONSULTANT")

RFP for Enterprise Resource Planning System
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

RFP for Enterprise Resource Planning System
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☒	☐
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: SDI Presence LLC is a successor
in interest to NexLevel Information Technology, Inc.
under that certain Agreement for Consultant Services
between NexLevel and the City of Fresno dated
January 8, 2016, as amended, for the provision of
a Strategic Technology Master Plan for the City
and a comprehensive Technology Plan for the
City Department of Public Utilities. The final Plan
☐ Additional page(s) attached.
reports have been delivered, with the DPU Plan
report delivered in early May 2018.

Sharee L. Wolff
Signature

May 9, 2018
Date

Sharee L. Wolff
(name)

SDI Presence LLC
(company)

200 E. Randolph Street Suite 3550
(address)

Chicago, IL 60601
(city state zip)



January 24, 2018

City of Fresno, CA



**Consulting Services for
Solicitation of an Enterprise
Resource Planning System**

Office of the Purchasing Manager
City of Fresno
2600 Fresno St.
Fresno, CA 93721

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(Submit with Proposal)

Proposer's Name NexLevel, a Division of SDI Presence LLC

CHECK LIST

Proposals shall be submitted in a three-ring binder, **one original and five (5) copies**. (If submitted electronically, hard copies are not applicable). The total proposal packet must be sealed and clearly marked on the outside **RFP No. 3595 for CONSULTING SERVICES FOR SOLICITATION OF AN ERP SYSTEM**.

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

1. **COVER LETTER**, including company name, address, contact name, phone number and fax number.
2. **COST PROPOSAL** (p.10) (attach your form)
3. **STATEMENT OF QUALIFICATIONS AND EXPERIENCE**
4. **CITY FORMS** (pp. 14, 15, 16,) (complete/return attached forms) STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND INSURANCE REQUIREMENTS (Insurance Requirements, EXHIBIT B CERTIFICATION FOR LOCAL PREFERENCE, if applicable NON-COLLUSION AFFIDAVIT ADDENDA AND PROPOSAL
5. Signature page of all **ADDENDA** issued, Addendum No. 1 to 4 (Enter numbers, if applicable).
6. **REFERENCES** (p. 13)
7. **PROPOSER QUESTIONNAIRE** (pp. 11-12) (complete attached form)
8. **SIGNATURE PAGES** (pp. 20-21)., including other document to authorize individual who signs proposal.
9. **ACH AUTHORIZATION AGREEMENT FORM**- Signature page of ACH payment. (Page 19) Currently on file? Yes _____ No X. If no, submit to Procurement Specialist.
10. **SCHEDULE OF FEES AND EXPENCES** (p. 35)
11. **EXHIBIT C CONFLICT OF INTEREST** (p. 40)

Cover Letter

January 24, 2018

City of Fresno
Attn: Office of the Purchasing Manager
2600 Fresno Street
Fresno, CA 93721

RE: Request For Proposals – Consulting Services for Solicitation of an Enterprise Resource Planning System

Evaluation Committee:

NexLevel, a Division of SDI Presence LLC, respectfully submits this proposal to the City of Fresno to provide consulting services related to the solicitation of an Enterprise Resource Planning (ERP) system to replace the City's current financial and human resources management systems.

Our Company. Founded in 1999, NexLevel is a California-based management consulting firm that helps public sector clients plan, procure, implement, and manage complex technology solutions. NexLevel was founded on providing top tier management consulting services to plan, procure, and project manage public agency technology projects, and these services remain at our core 19 years later.

In November 2017, Nexlevel joined forces with SDI Presence LLC, a mission-critical Systems Integrator/IT Consultant that delivers intelligent technology solutions to ensure client safety, security, and revenue generation. With a 20-year corporate resume, SDI addresses the higher IT demands of critical environments to deliver zero downtime and enhanced security and comprehensive risk mitigation strategies.

Our Experience. NexLevel's track record includes supporting over 120 California public agencies. As it relates specifically to the City's potential ERP procurement, we have provided ERP scoping and procurement services to several California municipalities with a variety of complexity levels. This benefits the City as we bring hands-on experience with most of the solutions that are offered to California municipalities, as well as proven methods, processes, and tools. NexLevel is currently providing, or has recently completed, ERP system requirements analysis, procurement support, and / or project management services for the following agencies:

- ◆ City of Sunnyvale
- ◆ City of Glendale
- ◆ City of Manhattan Beach
- ◆ City of Fremont
- ◆ City of Indio
- ◆ City of Chino Hills
- ◆ City of Walnut Creek
- ◆ City of Paso Robles

- ◆ City of Pismo Beach
- ◆ Sonoma County
- ◆ San Benito County
- ◆ Cucamonga Valley Water District

Our active involvement in similar engagements allows NexLevel to provide the City timely expertise to guide the procurement of a best fit solution.

Our Team. NexLevel proposes a team with extensive experience in supporting municipal ERP projects. This team has completed numerous ERP selection projects and also has extensive experience with ERP implementations.

NexLevel continues to serve California from our headquarters located at 6829 Fair Oaks Blvd. Suite 100, Carmichael, California 95608. I can be reached at 916-692-2000 ext. 201, via fax at 916-692-2022 or at terry.hackelman@nexlevelit.com. For specific questions regarding the contents of this proposal, NexLevel Principal Patrick Griffin has been assigned to manage the City's project and is authorized to provide any clarifying information or questions from the City. Mr. Griffin can be reached at 714-975-4150 or via email at patrick.griffin@nexlevelit.com.

Our experienced project team and proven ERP approach and methodology will help ensure that the City successfully identifies an updated enterprise solution for its financial system needs.

Sincerely,



Terry Hackelman, Senior Vice President
NexLevel, a Division of SDI Presence LLC

Cost Proposal

(Submit with Proposal)

Proposer's Name Nexlevel, a Division of SDI Presence LLC

CONSULTING SERVICES FOR SOLICITATION OF AN ERP SYSTEM REQUEST FOR PROPOSAL NO. 3589

INTRODUCTION

TO THE PURCHASING MANAGER, CITY OF FRESNO

COST PROPOSAL

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

ITEM	DESCRIPTION	COST
		\$127,875.00
	Consulting Services for Solicitation of an Enterprise Resource Planning System	

The Total Amount of Proposal is \$ 127,875.00 Dollars and 00 Cents. The above amount shall include any and all applicable taxes.

The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposals.

NexLevel Note: The proposed price shown above includes a \$15,000.00 estimated travel budget.

Statement of Qualifications and Experience

Company History

NexLevel is a California-based management consulting firm with an exclusive focus on helping public sector clients plan, implement, and manage complex business technology. NexLevel has a strong track record of success in helping public sector clients:

- ◆ Complete Technology Needs Assessments
- ◆ Manage Technology Procurements
- ◆ Make Attainable Technology Decisions
- ◆ Project Manage Technology Implementations
- ◆ Create Technology Plans

Our business philosophy can be summed up in three simple words:

LISTEN. PLAN. DELIVER.

Our extensive experience supporting California local government clients in ERP system procurement and implementation activities provides the City access to the resources, methodologies, tools, and expertise required to achieve the project objectives.

Since 1999, NexLevel has worked with more than 110 California state and local government agencies to complete Request for Proposal (RFP) development and Procurement Management efforts, IT Assessments, IT Strategic Plans, IT Governance, GIS Strategic Plans, Network Assessments, IT Service Level Assessments, Policy / Procedure Documentation development, Project Management Organization implementations, and Feasibility Studies. Figure 1 illustrates NexLevel's full range of IT services.

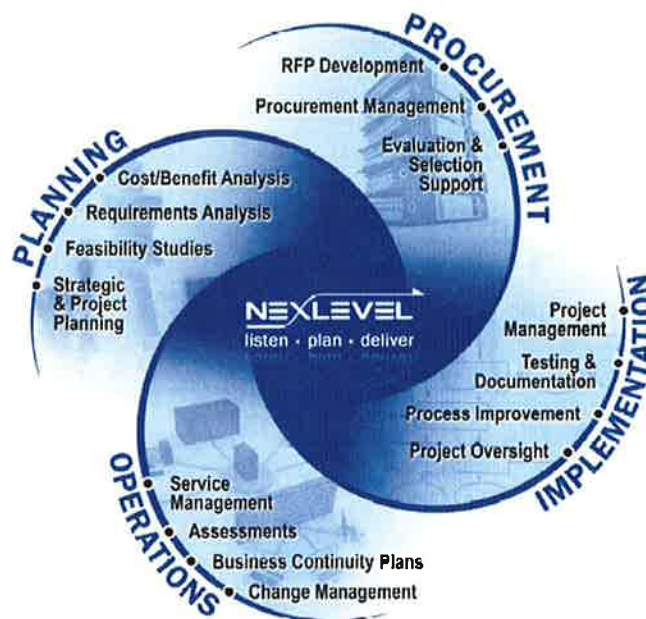


Figure 1 - NexLevel Services

Since our inception, NexLevel has invested in and developed toolkits (methodologies, processes, tools, and supporting processes) designed specifically for the unique needs and requirements of California local government agencies. NexLevel consultants consistently improve and expand the knowledge base included in these toolkits based on real life experience with our clients. More importantly, we share these toolkits with our clients and leave them behind so they can be used to support future projects.

Experience

The team being proposed for the City's project has significant relevant experience with ERP procurements for California organizations. Specifically, the following projects have been completed within the last five years, or are currently underway, by one or more members of the proposed NexLevel team:

City of Redwood City	City of Burlingame
City of Half Moon Bay	City of Manhattan Beach
City of Indio	City of Poway
Cucamonga Valley Water District	Sacramento Metropolitan Fire District
City of La Quinta	Camrosa Water District
Lake Arrowhead Community Services District	Lakeside Fire Protection District

Provided below is additional information regarding several of these projects.

City of Poway

In 2015, NexLevel began a project with the City to replace their existing ERP application. NexLevel conducted needs assessment activities and developed a comprehensive RFP. NexLevel also assisted with vendor response review and conducted proof of capabilities sessions with the vendor finalists. NexLevel also assisted with contract negotiations which led to the City Council's approval of a contract to purchase a new ERP system. NexLevel is currently providing project management assistance to the City during implementation.

Cities of Redwood City and Burlingame

In 2017, NexLevel contracted with the Cities of Redwood City and Burlingame to provide support for the joint procurement of a replacement financial system (ERP). NexLevel tasks included identification of requirements and desired functionality, budget development support, development of the RFP and selection support as well as system implementation support. This project is currently in progress.

City of Manhattan Beach

NexLevel is nearing completion of a needs assessment, RFP development, and vendor evaluation and selection for a replacement financial system for the City. NexLevel gathered detailed information from the organization about its needs for a new system, completed a comprehensive RFP with detailed requirements, facilitated proof of capabilities of the vendor finalists, and is currently assisting with the scheduling of additional vendor demonstrations with finalists.

City of Indio

NexLevel was selected to complete a needs assessment, RFP development, and vendor evaluation and selection for a replacement enterprise resource planning (ERP) system as well as a replacement land management system (LMS) for the City. The project includes documentation of system needs and requirements, development of the RFP, coordination of vendor responses and the proof of capabilities demonstrations, and support for the procurement and selection of the new system. This project is currently in progress.

Cucamonga Valley Water District

NexLevel was retained by the District in 2017 to provide support for the replacement of the District's enterprise resource planning (ERP) and utility billing (UB) systems. The project includes a needs assessment, definition and documentation of system needs and requirements, development of the RFP, review of the vendor responses, management of the Proof of Capabilities demonstrations, and support for the procurement and selection of the new system. This project is currently in progress.

Provided in Table 1 is a comprehensive listing of NexLevel projects, categorized by agency and type of project undertaken.

Table 1 – NexLevel Experience

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Municipalities/Counties								
Anaheim, CA	✓							✓
Alameda, CA		✓					✓	
Belmont, CA	✓							
Benicia, CA							✓	
Beverly Hills, CA	✓	✓						✓
Branson, MO	✓	✓						✓
Burbank, CA	✓	✓						
Carson City, NV	✓	✓						✓
Chino, CA				✓			✓	✓
Chino Hills, CA							✓	✓
Clovis, CA		✓			✓			
Coronado, CA				✓			✓	✓
Costa Mesa, CA								✓
Cupertino, CA	✓	✓						
Daly City, CA		✓						
El Segundo, CA	✓	✓						
Fairfield, CA	✓	✓	✓		✓	✓	✓	✓
Folsom, CA	✓	✓	✓	✓	✓		✓	✓
Fremont, CA				✓			✓	
Fresno, CA	✓	✓					✓	✓
Galt, CA	✓	✓	✓	✓	✓	✓	✓	✓
Glendale, CA	✓	✓		✓			✓	✓
Hayward, CA								✓
Huntington Beach, CA	✓	✓			✓			✓
Irvine, CA		✓		✓	✓	✓		✓
Ketchum, ID	✓	✓						
La Quinta, CA				✓			✓	✓
Lake Forest, CA	✓	✓	✓					
Lakewood, CA	✓	✓			✓			✓
Long Beach, CA				✓			✓	✓
Los Altos, CA	✓	✓						
Los Angeles, CA				✓				✓
Manhattan Beach, CA	✓	✓			✓		✓	✓
Memphis, TN				✓				✓
Menlo Park, CA		✓						
Merced, CA			✓				✓	✓
Millbrae, CA							✓	
Monrovia, CA		✓						
Moreno Valley, CA							✓	✓
Mountain View, CA	✓	✓						

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Napa, CA	✓	✓			✓			✓
Newport Beach, CA					✓		✓	✓
Novato, CA	✓	✓			✓			✓
Ontario, CA		✓						
Orange, CA	✓	✓			✓		✓	✓
Oxnard, CA	✓	✓						
Palmdale, CA	✓	✓						
Palo Alto, CA			✓				✓	✓
Pasadena, CA							✓	✓
Paso Robles, CA				✓			✓	✓
Pico Rivera, CA	✓	✓			✓			✓
Pismo Beach, CA	✓	✓					✓	
Pomona, CA	✓	✓						
Port Angeles, WA	✓							
Poway, CA							✓	
Rancho Palos Verdes, CA		✓					✓	✓
Redwood City, CA	✓	✓						
Ridgecrest, CA	✓	✓					✓	
Riverside, CA				✓	✓			✓
Rocklin, CA		✓						
Sacramento, CA								✓
San Bernardino, CA		✓						
San Rafael, CA	✓	✓			✓		✓	✓
San Clemente, CA		✓						
San Luis Obispo, CA	✓	✓					✓	✓
Santa Clara, CA	✓	✓	✓	✓	✓		✓	✓
Santa Cruz, CA	✓	✓	✓		✓			✓
Santa Rosa, CA								✓
Stockton, CA	✓	✓			✓			✓
Sunnyvale, CA							✓	
Ventura, CA	✓	✓			✓			✓
Visalia, CA	✓	✓			✓			
Walnut Creek, CA	✓	✓			✓			✓
Westminster, CA		✓						
Town of Truckee		✓						
Douglas County, Nevada		✓						✓
Placer County							✓	
Riverside County								✓
San Benito County				✓				✓
San Diego County				✓				✓
Sonoma County				✓				✓
Tulare County								✓
Special Districts								
Camrosa Water District							✓	
Central Contra Costa Sanitation	✓	✓	✓	✓	✓		✓	✓

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Chino Valley Independent Fire District				✓			✓	✓
Cosumnes Community Services							✓	
Delta Diablo	✓	✓						✓
Eastern Municipal Water District							✓	✓
East Valley Water District		✓						
Encina Wastewater Authority			✓		✓			
Inland Empire Utility Agency	✓	✓						
Lake Arrowhead C.S.D.							✓	
Las Virgenes Municipal Water District	✓	✓				✓		
Metropolitan Transportation		✓			✓			✓
Monterey Reg. Water P.C.A.	✓	✓						
Moulton Niguel Water District	✓	✓	✓	✓	✓		✓	✓
Port of Los Angeles	✓	✓						
Rancho California Water District	✓	✓			✓			✓
Sacramento Metropolitan Fire District		✓						
Sacramento Municipal Utility District								✓
San Joaquin Council of Governments							✓	
Santa Clara County Fire Department		✓						✓
Silicon Valley Clean Water							✓	
Silicon Valley Power	✓			✓			✓	✓
Sonoma Marin Area Rail Transit		✓						✓
So. Orange Co. Wastewater Authority	✓	✓						
South Tahoe Public Utility District	✓	✓			✓	✓	✓	
Turlock Irrigation District	✓							✓
Zone 7 Water Agency	✓	✓						

Project Team

For this project, NexLevel is proposing a team of highly qualified and experienced professionals with the proven ability to complete projects on time and within budget. In addition, the proposed NexLevel resources all have relevant and recent experience with similar projects for California agencies.

NexLevel's proposed team includes municipal ERP specialists with significant depth and expertise to address all aspects of this important project. We believe the combination of resources and knowledge of City operations will enable NexLevel to provide the most comprehensive services to achieve project success. Provided in Figure 2 below is an organizational chart for the proposed team.



Figure 2 – Proposed Team

Provided below is information about each team member, including specific roles that each member will fill during the project.

Patrick Griffin – Principal

Role: For this project, Mr. Griffin will serve as the project manager and will also provide subject matter expertise. Mr. Griffin will be the primary point of contact for the City, and will be responsible for project status updates, quality control, and coordination of all project activities. Mr. Griffin will be involved during all phases of the project, and will take the lead on contract negotiations.

Background: Mr. Griffin has a 31-year background in local government, including oversight of day to day IT operations and general management experience at the Assistant City Manager level. He has managed a variety of IT related projects in full service municipal organizations, and has implemented several ERP applications during his municipal career and his career with NexLevel. Mr. Griffin's participation provides a unique and valuable management perspective to the City's project.

Mr. Griffin's municipal career included positions as City Controller, Finance Director, City Treasurer and Assistant City Manager. In addition, during his time working in the City Manager's office, Mr. Griffin was responsible for the city-wide budget development and activation upon approval. Mr. Griffin was also responsible for the implementation of a new ERP system for the City of Chino, which included all core financial functions along with Human Resources, Payroll, Purchasing, Fixed Assets and Utility Billing modules. Before retiring from local government, Mr. Griffin was directly responsible for all operations of the City's Community Development Department, including Planning, Building, Code Enforcement, and Economic Development.

Since retiring from the public sector and joining NexLevel, Mr. Griffin has managed several significant projects throughout California, including ERP projects for the cities of Poway and La Quinta, along with the Camrosa Water District, Lake Arrowhead Community Facilities District, and the Lakeside Fire

Protection District. Mr. Griffin is currently working on ERP projects for the cities of Manhattan Beach, Indio, and Alameda, along with the Cucamonga Valley Water District. Mr. Griffin has actively managed and / or provided subject matter expertise on the following NexLevel engagements:

City of Beverly Hills	City of La Quinta
City of Los Angeles	City of Glendale
City of Pismo Beach	City of Manhattan Beach
City of Ontario	City of Rancho Palos Verdes
City of San Clemente	Inland Empire Utilities Agency
East Valley Water District	City of Moreno Valley
Camrosa Water District	City of San Bernardino
Lake Arrowhead Community Services District	Las Virgenes Municipal Water District

Michael Gomez – Managing Consultant

Role: Mr. Gomez’s participation will include reviewing the City’s available documentation, interviewing of City personnel, analysis of findings, and assisting with development of requirements.

Background: Mr. Gomez attained a Bachelor of Arts degree in Economics and a Master of Public Administration degree and has over 15 years of experience in the finance industry, serving both public sector and utility clients. With this unique background, Mr. Gomez is well qualified to address customer needs by providing deep municipal and utility finance, payroll, and HR functional subject matter expertise coupled with hands-on project implementation experience. Mr. Gomez offers NexLevel clients strong decision support, analytical, technical, facilitation, project management, communications and program management skills, and with these skills has established a successful track record in supporting public agencies. Mr. Gomez was extensively involved in the following NexLevel engagements:

City of Half Moon Bay	City of San Ramon
City of Redwood City	City of Burlingame
City of Manhattan Beach	Sacramento Metropolitan Fire District
Association of Regional Center Agencies	Placer County
Silicon Valley Clean Water	

Richard Keyes, PMP – Managing Consultant

Role: Mr. Keyes’s participation will include interviews of City personnel, analysis of findings, and development of requirements resulting from needs assessment activities. Mr. Keyes will also lead the development of the comprehensive Request for Proposal document, will provide initial screening of vendor submissions, and will participate in vendor proof of capabilities demonstrations.

Background: Mr. Keyes has over 25 years of extensive information technology experience, including more than ten years in senior management positions in state government and nearly twenty years in program/project management and vendor management in demanding public-sector environments. During his career, Mr. Keyes has been responsible for the development and implementation of enterprise IT architecture, policies and strategies, management of all aspects of application development from conceptualization through implementation, training and support, and for the integration of all business/technology solutions regardless of whether developed in-house or by 3rd-party vendors.

His experience includes serving as interim IT Manager for the City of Irvine where he was responsible for the direct management and oversight of Irvine’s IT service provider, including monitoring service

delivery, recommending methods to improve service delivery, prioritizing IT activities, and overseeing the service provider's contract. Mr. Keyes worked closely with the city's management team to identify critical technology needs, assist with the advancement of those needs, and serve as a technology advisor to the city. Mr. Keyes was extensively involved in the following NexLevel engagements:

City of Irvine	City of Paso Robles
City of Fresno	City of Indio
City of Newport Beach	City of Watsonville
City of Rancho Palos Verdes	Cucamonga Valley Water District
California Correctional Health Care Services	Association of Region Center Agencies

Project Approach and Methodology

NexLevel offers our clients proven methodologies and tools designed specifically to meet the unique needs of public sector agencies. Since our inception, we have invested in and developed methodologies, tools, and supporting processes designed specifically for the unique needs and requirements of California local government agencies. NexLevel constantly reviews and updates the knowledge base included in these toolkits based on real life experience with our clients. Our clients benefit directly from our processes, tools and methodologies, as we share these with our clients and in working collaboratively are able to leave behind the tools, processes, and methodologies to be used in future projects.

NexLevel is proposing a five-phase procurement and selection methodology. We are confident that this proposed methodology addresses each of the items delineated in the Scope of Work on Page 34 of the City's RFP document. The methodology includes the following phases:

1. The **"Initiate"** phase, which establishes the foundation for effective communication and the successful completion of the project
2. The **"Requirements"** phase, which encompasses a thorough discovery of the City's specific objectives and needs to ensure all the features, functions and requirements (e.g. user, interface, conversion, technical, etc.) necessary are defined, documented
3. The **"RFP"** phase, which ensures the effective communication of the City's requirements through a set of documents that meet the procurement requirements of the City
4. The **"Select"** phase, which provides the structure for an organized and objective means to complete the review and decision process to select the best solution presented
5. The **"Negotiate"** phase, which results in the completion of agreements with the selected ERP solution vendor and the City

Figure 3 on the following page provides an overview of the phases, activities, and deliverables for our proposed methodology.

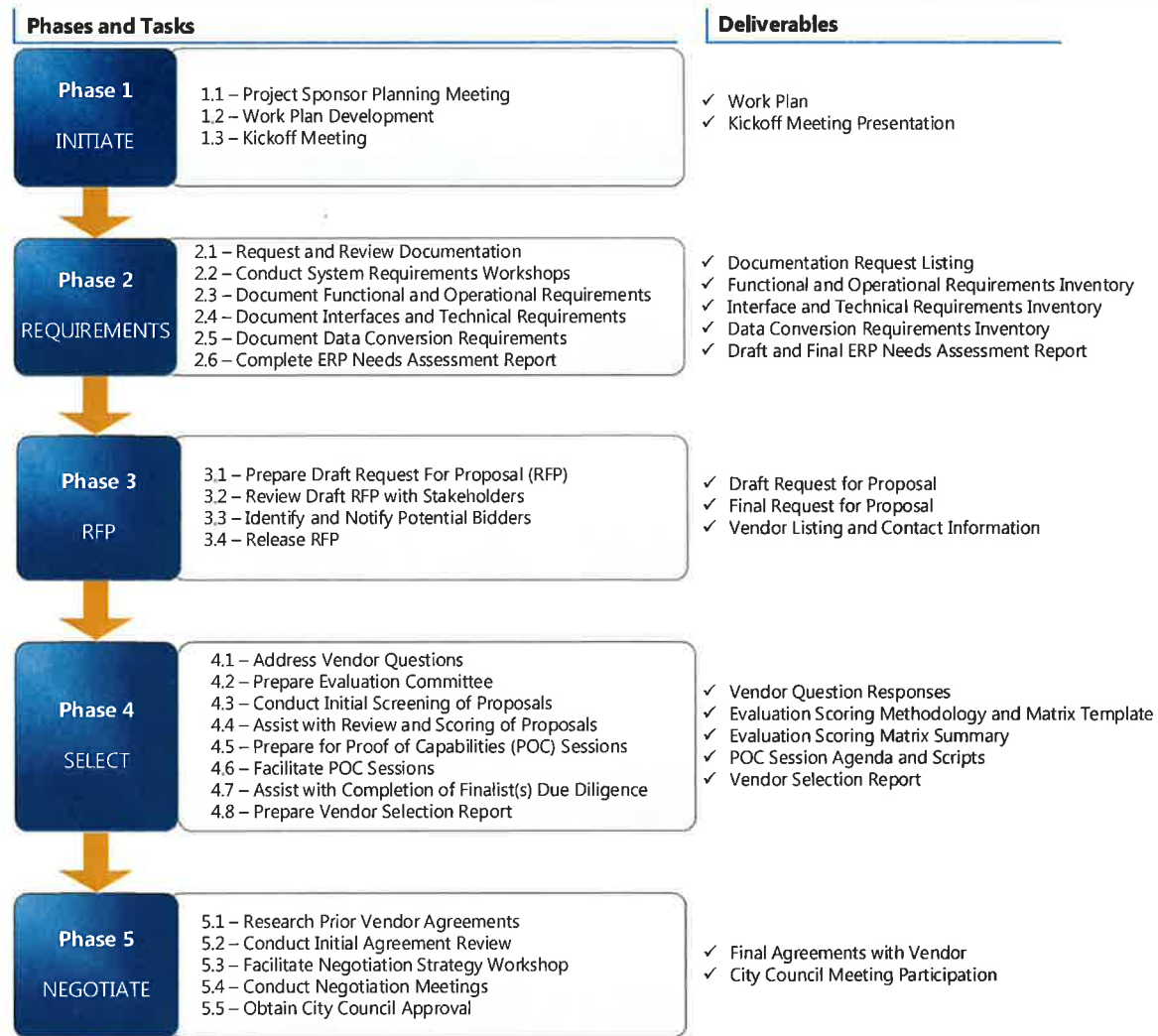


Figure 3 – Methodology Overview

In the following pages, we provide a detailed discussion of each phase and the tasks associated with the phases.

Phase 1 - Initiate

The purpose of the Initiate Phase is to prepare for, and initiate, the project under a well-defined work plan. This phase includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project. The following table provides a detailed discussion of what each task will entail.

Table 2 – Initiate Phase Tasks and Deliverables

Phases and Tasks	Deliverables
Phase 1 INITIATE 1.1 – Project Sponsor Planning Meeting 1.2 – Work Plan Development 1.3 – Kickoff Meeting	✓ Work Plan ✓ Kickoff Meeting Presentation

1.1 Project Sponsor Planning Meeting

TASK DESCRIPTION: NexLevel will meet with the City's Project Sponsor and other key staff to complete a detailed review of the scope of work, project timeline, deliverables, project status methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, NexLevel will discuss the tools and templates that will be leveraged.

1.2 Work Plan Development

TASK DESCRIPTION: NexLevel will publish a Work Plan that identifies the project approach, methods, tasks, activities, resources, schedule, budget, deliverables, and major milestones.

DELIVERABLE: Work Plan

1.3 Kickoff Meeting

TASK DESCRIPTION: Since the project will have an Citywide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the NexLevel team to City staff and should involve senior level management and project sponsors to provide introduction of this Citywide endeavor. It is important that all City staff that will be involved in the project, regardless of their role, participates in the Kickoff meeting.

DELIVERABLE: Kickoff Meeting Presentation

Phase 2 - Requirements

This phase will allow NexLevel to develop an accurate and clear understanding of the current environment, as this provides the initial baseline from which alternatives will be evaluated. In addition, during this phase it is necessary to identify and prioritize future system features and functions that need to be met. A key success factor to selecting a best fit solution is having a comprehensive understanding of the City's true needs and requirements. The following table provides a detailed discussion of what each task will entail.

Table 3 – Requirements Phase Tasks and Deliverables

Phases and Tasks	Deliverables
Phase 2 REQUIREMENTS 2.1 – Request and Review Documentation 2.2 – Conduct System Requirements Workshops 2.3 – Document Functional and Operational Requirements 2.4 – Document Interfaces and Technical Requirements 2.5 – Document Data Conversion Requirements 2.6 – Complete ERP Needs Assessment Report	✓ Documentation Request Listing ✓ Functional and Operational Requirements Inventory ✓ Interface and Technical Requirements Inventory ✓ Data Conversion Requirements Inventory ✓ Draft and Final ERP Needs Assessment Report
2.1 Request and Review Documentation	
TASK DESCRIPTION: NexLevel understands that City staff has limited time to dedicate to this project. Consequently, we will make all efforts to be as prepared as possible before asking for staff time. To accomplish this, NexLevel will request documentation to familiarize ourselves with the current environment, processes, procedures, policies, transaction levels, organizational responsibilities, reports, technical documentation, etc. It is not NexLevel's intent to create work for the staff with this task - if requested documentation doesn't exist, then it should not be created at this time.	
DELIVERABLE: Documentation Request Listing	

2.2 Conduct System Requirements Workshops

TASK DESCRIPTION: NexLevel will conduct face-to-face interviews (workshops) with the City's functional subject matter experts in all City departments to gain an understanding of how user departments utilize the current ERP system. For the Finance Department interviews, the workshops will occur at a functional level – for example, these may include individual interviews in the areas of general ledger, budget, accounts receivable, purchasing, accounts payable, payroll, etc. For other City departments, a single workshop per department will provide the information necessary to complete an analysis of potential ERP applicability for those department functions. Based on our experience and an understanding of the City's departments, we anticipate that up to 25 workshops will be required. In addition to gathering information about how staff use the current ERP system the workshops will explore unmet needs and focus on identifying new features and functions that can improve the existing operations. In some cases, NexLevel may follow up the workshops requesting that staff demonstrate work practices. The interviews will document current processes, practices, policies, and procedures related to the City's use of the ERP system.

NexLevel's approach to conducting the requirements workshops involves more than just gathering information from the City's subject matter experts. It includes educating and/or collaborating with staff on best practices and how evolving technology capabilities (i.e. workflow, reporting, integration, dashboards, document management, etc.) can be applied to the future environment.

2.3 Document Functional and Operational Requirements

TASK DESCRIPTION: NexLevel will utilize the information gathered during Task 2.2 above to document the City's existing and desired functional requirements so that potential vendors have a full understanding of the City's requirements.

DELIVERABLE: Functional and Operational Requirements Inventory

2.4 Document Interfaces and Technical Requirements

TASK DESCRIPTION: NexLevel will identify potential required or desired interfaces or integration opportunities between the ERP system and other data repositories. This helps ensure that an integration point or interface is not missed. As part of this task, NexLevel will work with City staff to identify any interface standards that should be included in the RFP (i.e. City preferred interface methods).

DELIVERABLE: Interface and Technical Requirements Inventory

2.5 Document Data Conversion Requirements

TASK DESCRIPTION: NexLevel will document the City's desired data conversion and migration requirements so that potential vendors can include the costs and approach for completing the conversion in their proposals. NexLevel will meet with the City's technical and business subject matter experts to identify and document data migration and conversion requirements. NexLevel will provide consultation with regard to the pros and cons of the possible approaches/strategies and provide recommendations.

DELIVERABLE: Data Conversion Requirements Inventory

2.6 Complete ERP Needs Assessment Report

TASK DESCRIPTION: NexLevel will compile the results from the activities in Tasks 2.1 through 2.5 and provide an analysis of the information gathered. NexLevel will develop a draft Needs Assessment report that outlines the objectives and requirements of a new system, and that identifies potential opportunities for business process changes and adoption of best business practices. NexLevel will provide the draft version of the report for the City's review and comment, after which the report will be finalized and delivered to the City.

DELIVERABLE: Draft and Final ERP Needs Assessment Report

Phase 3 - RFP

NexLevel will prepare a comprehensive RFP outlining the business and systems requirements. While NexLevel will bring the City proven RFP templates and methods, we will also develop the RFP in accordance with the City's purchasing guidelines and requirements. The tasks in this phase will consolidate all relevant information gathered in the prior phases to create an RFP that clearly defines the requirements and objectives of the City. The quality and accuracy of vendor responses are significantly improved through the use of a well-organized, accurate, and clear RFP. A strong RFP is critical, as it provides the foundation for evaluating vendors and ultimately provides the basis for a solid agreement between the City and the successful vendor. The following table provides a detailed discussion of what each task will entail.

Table 4 – RFP Phase Tasks and Deliverables

Phases and Tasks	Deliverables
Phase 3 RFP 3.1 – Prepare Draft Request For Proposal (RFP) 3.2 – Review Draft RFP with Stakeholders 3.3 – Identify and Notify Potential Bidders 3.4 – Release RFP	✓ Draft Request for Proposal ✓ Final Request for Proposal ✓ Vendor Listing and Contact Information
3.1 Prepare Draft Request For Proposal (RFP)	
TASK DESCRIPTION: NexLevel will prepare a draft RFP for review by the project stakeholders and other key staff. If the City has an existing preferred RFP template, NexLevel will conduct a review and compare the City templates to NexLevel's proven RFP template. In addition, if necessary, NexLevel will meet with the City's purchasing and/or legal resources to verify RFP terms and conditions. At a minimum, an RFP should include the following components: purpose and objectives, background, evaluation criteria and selection process, timeline, submission requirements (including forms and templates), RFP terms and conditions, current environment descriptions, business and operations metrics (i.e. number of employees, users, vendors, purchase orders, etc.), functional requirements, technical requirements and standards, and pricing proposal submission requirements. At the conclusion of this task, NexLevel will provide the City with a draft RFP for review and discussion. DELIVERABLE: Draft Request For Proposal	
3.2 Review Draft RFP with Stakeholders	
TASK DESCRIPTION: NexLevel recommends that the draft RFP be distributed to the project stakeholders and subject matter experts for careful review. After the staff has had the opportunity to review the RFP, NexLevel will address any changes, questions, or concerns. DELIVERABLE: Final Request For Proposal	
3.3 Identify and Notify Potential Vendors	
TASK DESCRIPTION: While online vendor portal sites provide a valuable channel for making an RFP publicly available, NexLevel believes it is in the City's best interest to alert qualified vendors of the upcoming RFP release. NexLevel will compile a comprehensive list of public sector ERP solution vendors. NexLevel will review the listing with the City and assist the City in creating a notification message that can be distributed via email. Timely notification of the City's intent to release an RFP will help ensure the City attracts quality solution vendors and allow the vendors to be better prepared to provide a timely response. DELIVERABLE: Vendor Listing and Contact Information	

3.4 Release RFP

TASK DESCRIPTION: NexLevel will assist the City in preparing for and releasing the RFP, including helping coordinate the timing of the release.

Phase 4 – Select

The process for selecting the most appropriate, or best fit, solution vendor requires the City to follow a structured methodology. Up to this point in the project, the City will have invested heavily in establishing the foundation upon which a best fit selection will be made. The tasks in this phase are focused on ensuring a careful and detailed review of information provided in response to the RFP are conducted, as well as independent research, validation and verification of content. The following table provides a detailed discussion of what each task will entail.

Table 5 – Select Phase Tasks and Deliverables

Phases and Tasks	Deliverables
 4.1 – Address Vendor Questions 4.2 – Prepare Evaluation Committee 4.3 – Conduct Initial Screening of Proposals 4.4 – Assist with Review and Scoring of Proposals 4.5 – Prepare for Proof of Capabilities (POC) Sessions 4.6 – Facilitate POC Sessions 4.7 – Assist with Completion of Finalist(s) Due Diligence 4.8 – Prepare Vendor Selection Report	✓ Vendor Question Responses ✓ Evaluation Scoring Methodology and Matrix Template ✓ Evaluation Scoring Matrix Summary ✓ POC Session Agenda and Scripts ✓ Vendor Selection Report
4.1 Address Vendor Questions	
TASK DESCRIPTION: Release of a clear and well-structured RFP will dramatically reduce the number of vendor questions. However, due to the complex nature of enterprise procurements, the City should anticipate that vendors will submit questions that must be addressed to ensure quality proposals are received. In this task, NexLevel will coordinate and assist the City in responding to vendor questions. DELIVERABLE: Vendor Question Responses	
4.2 Prepare Evaluation Committee	
TASK DESCRIPTION: NexLevel will work with the City to identify the evaluation team and prepare an evaluator's packet that includes a clear description of the steps to be taken and direction for the evaluation methodology. The packet will also include a scoring template to assist the evaluators in tabulating their results. DELIVERABLE: Evaluation Scoring Methodology and Matrix Template	
4.3 Conduct Initial Screening of Proposals	
TASK DESCRIPTION: NexLevel will conduct an initial screening of all proposals to determine which vendors and proposals meet the mandatory RFP requirements and minimum qualifications. NexLevel will present the results of our screening evaluation to the City. The City can use this information as a guide to determine which proposals require further detailed review.	

4.4 Assist with Review and Scoring of Proposals

TASK DESCRIPTION: NexLevel will assist the evaluation team in its review and rating of the proposals according to the evaluation criteria. In addition, NexLevel will review proposals to identify issues, concerns, questions, or clarifications that should be addressed, will provide this information to the evaluation team, and be available to the evaluators for consultation. NexLevel will assist the City in arriving at a preliminary evaluation scoring matrix that identifies a short list of preferred vendors.

DELIVERABLE: Evaluation Scoring Matrix Summary

4.5 Prepare for Proof-of-Capabilities (POC) Sessions

TASK DESCRIPTION: Conducting proof-of-capabilities (POC) sessions with short listed vendors is a key component of the selection process. This provides the vendors with the opportunity to fully demonstrate their solutions using City provided demonstration scenarios and scripts. As part of this task, NexLevel will develop the POC meeting agenda, scenarios, and scripts for the City's review. In addition, NexLevel will facilitate interaction between the City and the vendors to help ensure the vendors are adequately prepared to complete the POC. The POC provides valuable input into contract negotiations and helps clarify risk areas for special consideration.

DELIVERABLE: POC Session Agenda and Scripts

4.6 Facilitate POC Sessions

TASK DESCRIPTION: NexLevel will facilitate the POC sessions to keep vendors on schedule and ensure all POC scripts are completed. At the conclusion of each vendor POC session, NexLevel will facilitate a debrief meeting with the evaluators to capture feedback and update the evaluation scoring matrix accordingly.

4.7 Assist with Completion of Finalist(s) Due Diligence

TASK DESCRIPTION: NexLevel will assist the City in planning for and completing reference checks and site visits. While NexLevel is available to conduct the reference checks, it has been our experience that these are best performed by City staff because of the information exchange and opportunity to further network.

4.8 Prepare Vendor Selection Report

TASK DESCRIPTION: NexLevel will draft a vendor selection report that outlines the process followed and the results of the evaluation.

DELIVERABLE: Vendor Selection Report

Phase 5 - Negotiate

Key terms and conditions must be fully resolved before concluding a final agreement. The purpose of Phase 5 is to formalize and implement a negotiation strategy to ensure the City obtains a favorable contract and all outstanding issues are resolved. NexLevel brings significant experience in contract negotiations that will help ensure an agreement that fully protects the City while supporting a successful implementation. The following table provides a detailed discussion of what each task will entail.

Table 6 – Negotiate Phase Tasks and Deliverables

Phases and Tasks	Deliverables
Phase 5 NEGOTIATE 5.1 – Research Prior Vendor Agreements 5.2 – Conduct Initial Agreement Review 5.3 – Facilitate Negotiation Strategy Workshop 5.4 – Conduct Negotiation Meetings 5.5 – Obtain City Council Approval	✓ Final Agreements with Vendor ✓ City Council Meeting Participation
5.1 Research Prior Vendor Agreements	
TASK DESCRIPTION: It is highly likely that the City will select a vendor that has recently implemented their solution with other public agencies. This task focuses on identifying ratified agreements with agencies that are of a similar size and complexity, as these can provide a valuable source of information to help a City prepare for negotiations. NexLevel will seek out and review available agreements. The review will include evaluating terms and conditions, pricing, payment terms, milestones, and more. The information gathered will be compared to that which was submitted with the RFP with the goal of identifying any gaps or more favorable terms and conditions.	
5.2 Conduct Initial Agreement Review	
TASK DESCRIPTION: NexLevel will perform a review and provide feedback of the proposed agreements. Based on our experience, the City should expect multiple agreements (i.e. software licensing, maintenance and support, professional services, 3 rd party software, etc.). NexLevel will provide the City guidance and assistance on the review to help prepare for subsequent negotiations.	
5.3 Facilitate Negotiation Strategy Workshop	
TASK DESCRIPTION: NexLevel will facilitate a workshop with key City staff to develop a negotiation strategy. The workshop will focus on outstanding issues and questions, as well as areas of high risk that need to be addressed. A well-planned negotiation strategy reduces the negotiation timeline, reduces frustration among the parties, ensures the City presents a unified front, and reduces the risk that items will be overlooked.	
5.4 Conduct Negotiation Meetings	
TASK DESCRIPTION: NexLevel will assist the City in preparing for negotiation meetings and will attend to support the City staff. If the City desires, NexLevel is available to facilitate the negotiation meetings. NexLevel will take the lead in recording the minutes from the meetings to capture outstanding items, next steps, and critical dates.	
Deliverable: Final Agreements with Vendor	
5.5 Obtain City Council Approval	
TASK DESCRIPTION: NexLevel will be available to attend or participate in the City's presentation of the vendor agreements to City Council for approval.	
DELIVERABLE: City Council Meeting Participation	

Proposed Project Schedule

Based on our experience with similar projects, we provide the following proposed project schedule. The ability to achieve this schedule will be dependent upon the availability of City staff throughout the project. NexLevel may be able to accelerate the proposed schedule if the City wishes to complete specific aspects of the project in a shorter timeframe.

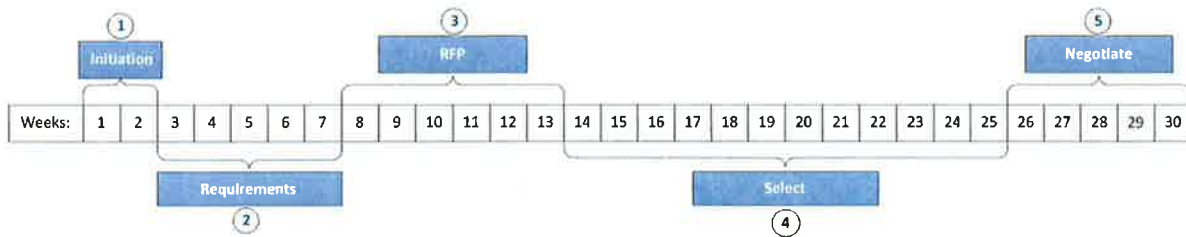


Figure 4 – Proposed Project Schedule

NexLevel is prepared to begin the project upon execution of an agreement with the City.

City Forms

Following this cover page are the completed City forms, as follows:

- ◆ Statement of Acceptance of the Indemnification and Insurance Requirements
- ◆ Non-Collusion Affidavit
- ◆ Addenda Acknowledgements
- ◆ Proposer Questionnaire
- ◆ Signature Pages
- ◆ ACH Authorization Agreement Form
- ◆ Exhibit C Conflict of Interest Form

contract with the selected vendor. (Submit with Proposal)

Proposer's Name NexLevel, a Division of SDI Presence LLC

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

FOR: CONSULTING SERVICES FOR SOLICITATION OF AN ERP SYSTEM

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

☒ **ACCEPT**
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

INSERT IF APPLICABLE



Signature of Authorized Person

DAVID A. GUPTA

Type or Print Name of Authorized Person

(Submit with Proposal)

Proposer's Name: NexLevel, a Division of SDI Presence LLC

NON-COLLUSION AFFIDAVIT

FOR: CONSULTING SERVICES FOR SOLICITATION OF AN ERP RFP

Proposer declares, under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution. |



Purchasing Unit - (559) 671-1332 • FAX (559) 488-1069 • www.fresno.gov
 2500 Fresno St. Room 2156
 Fresno, California 93721-3622

Finance Department
 Michael Lima, Director

**ADDENDUM NO. 1
 CONSULTING SERVICES FOR
 SOLICITATION OF AN ENTERPRISE RESOURCE PLANNING SYSTEM
 PROPOSAL NUMBER: 3595**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled proposal opening of January 24, 2018 3:00 P.M..

All changes and or clarifications will appear in bold underlined type.

Addendum questions and answers—

1. Would the City please elaborate on any additional business drivers for this project not described in the RFP?

The City currently uses third party support for PeopleSoft which would require a new contract or repurchase to enable entitlement to the latest PeopleSoft version. Technology has evolved since the City implemented PeopleSoft and the City is looking to take advantage of newer software features to streamline business processes and efficiencies. We seek assistance to guide us through an assessment and RFP creation.

2. Would the City please verify whether firms that offer software solutions, system integration with preferred partners, or custom development of applications are permitted to propose?

The firm chosen for this RFP would not be allowed to be a proposer for the resulting RFP to replace or upgrade our system.

3. Does the City desire the selected consultant develop and deliver presentations to leadership groups as part of this project? If so, how many should be planned for?

City leadership at the department director level will be involved in the assessment process and the consultant selected may be expected to discuss preliminary and final recommendations with the City's project team. No set number of formal presentations has been pre-determined.

4. Does the City have any timeline goals for this project? For example, date that the RFP is published, date of vendor selection.

The tentative schedule for hiring and engaging the Consultant is as follows:

Event	Date
Deadline for Consultant Inquiries	January 18, 2018
Deadline for Proposals submitted to City	January 24, 2018
Interviews with short listed Consultants	January 29, 2018
Selection of Consultant	February 1, 2018

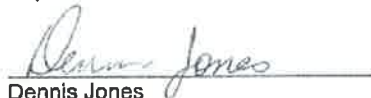
Addendum 9-2017

Approval of Consultant Agreement	March 10, 2018
Assessment work	April 2018-May 2018
Creation and publishing of resulting RFP	June 2018
ERP Vendor selection	July 2018

5. Does the City have a budget for this consulting project? If so, what is it?

The City does have some estimated funding set aside for this consulting project but the selection is not based merely on cost but on the firm judged to provide the best value in meeting the interests of the City. In the interests of the competitive proposal process, we won't provide our estimated budget.

City of Fresno



Dennis Jones
Systems & Applications Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company:

NexLevel, a Division of SDI Presence LLC

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 1
January 16, 2018

Addendum 9-2017



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Fresno, California 93721-3622

Finance Department
Michael Lima, Director

**ADDENDUM NO. 2
CONSULTING SERVICES FOR
SOLICITATION OF AN ENTERPRISE RESOURCE PLANNING SYSTEM
PROPOSAL NUMBER: 3595**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled proposal opening of **January 24, 2018 3:00 P.M.**.

All changes and or clarifications will appear in **bold underlined type**.

Addendum questions and answers—

1. Proposer Qualification Questionnaire Form question 9 asks if the proposer currently possesses sufficient inventory to meet the initial requirement. There is a Yes/No checkbox. The project as we understand it, will not require inventory. Could you please provide guidance regarding how the City would like proposers to respond.

Answer: Please ignore question 9 on the Proposer Qualification Questionnaire Form which is on page 12.

2. Proposer Qualification Questionnaire Form question 10 asks "Describe how you will meet the requirement to provide . Ref. pg if applicable." Could you please clarify the requirements for which the City would like further detail.

Answer: Please ignore question 10 on the Proposer Qualification Questionnaire Form which is on page 12.

3. Proposer Qualification Questionnaire Form question 11 requests "Outline your support services including establishing direct lines of communication between City technical staff and the manufacturers(s). Ref. pg if applicable:" The project, as we understand it, will not require communication with manufacturers. Could you please clarify with whom the City would like proposers to describe communications lines?

Answer: Please ignore question 11 on the Proposer Qualification Questionnaire Form which is on page 12.

4. Within the RFP, page 37 of the PDF (pg. 35 of the RFP) has a blank page for a hold for schedule of fees and expenses. A schedule of fees and expenses is not listed on the Check List (RFP pg. 9) but a cost proposal is requested. Could you please clarify if the City would like a schedule of fees and expenses in addition to a cost proposal? If so, please provide further explanation of the information the City would like in the schedule of fees and expenses as compared to the cost proposal.

Answer: The checklist does include the schedule of fees and expenses. While the cost proposal is often a lump sum, with the schedule of fees and expenses we would like to see a more detailed look at the costs for the different phases of the project and possibly travel expenses.

Addendum 9-2017

City of Fresno



Dennis Jones
Systems & Applications Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: NEXLevel, a Division of SDI Presence LLC

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Addenda to date: 2
January 17, 2016

Addendum 9-2017



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Fresno, California 93721-3622

Finance Department
Michael Lima, Director

**ADDENDUM NO. 3
CONSULTING SERVICES FOR
SOLICITATION OF AN ENTERPRISE RESOURCE PLANNING SYSTEM
PROPOSAL NUMBER: 3595**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled proposal opening of **January 31, 2018 3:00 P.M.**

All changes and or clarifications will appear in **bold underlined type**.

Notice of deadline extension:

The scheduled opening date for proposals is being extended to January 31, 2018 3:00PM

Addendum questions and answers--

1. In response to addendum #2, the exclusion of Question #10 on page 12, can you please provide instructions on how we should submit our approach? Originally we were preparing to enter our approach in question 10. Do you now want the approach elsewhere in the document or as a separate attachment? The RFP specifically states that the proposal must be made on the proposal forms. I just want to clarify whether we can submit the approach, resumes and organizational charts as a separate attachment or insert them into the proposal form and if so where do you expect them.

The City forms provided and mentioned in the checklist should be filled out and submitted with your proposal. Any additional documentation showing your overall proposal and approach detail can be submitted along with the City forms and will be considered as well.

City of Fresno

Dennis Jones
Systems & Applications Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed:

Company: **NEXLEVEL, a DIVISION OF S&B RESERVE LLC**

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 3
January 22, 2018

Addendum 9-2017



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Fresno, California 93721-3622

Finance Department
Michael Lima, Director

**ADDENDUM NO. 4
CONSULTING SERVICES FOR
SOLICITATION OF AN ENTERPRISE RESOURCE PLANNING SYSTEM
PROPOSAL NUMBER: 3595**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled proposal opening of January 31, 2018 3:00 P.M.

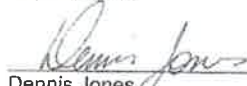
All changes and or clarifications will appear in bold underlined type.

Addendum questions and answers—

1. Would the City provide a rough estimate of the number of key City staff that it would like interviewed?

At a minimum, the consultant should expect to interview the key stakeholders and functional leads along with IT support staff which would be about 25 people. The actual number of interview sessions necessary will depend on the methodology the consultant chooses to produce a valid assessment. The consultant should be prepared to interview more staff if necessary to produce a valid assessment.

City of Fresno


Dennis Jones
Systems & Applications Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: NextLevel Division of S&T Resource LLC

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 4
January 23, 2018

Addendum 9-2017

(Submit with Proposal.)

Proposer's Name: NexLevel, a Division of SDI Presence LLC**PROPOSER QUALIFICATION QUESTIONNAIRE****FOR REQUEST FOR PROPOSALS FOR
CONSULTING SERVICES FOR SOLICITATION OF AN ERP SYSTEM
RFP # 3595**

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the proposal Specifications:
(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

NexLevel, a Division of SDI Presence LLC

b. Address:

33 West Monroe Street, Suite 400
Chicago, IL 60603

Is your firm operating as a franchisee? Yes ☐ or No ☒

If yes, list the franchiser, and number of years your business has been franchised:

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

Please see resumes of Patrick Griffin, Michael Gomez and Richard Keyes – provided as a part of this proposal.

3. How many years has your business been established? 19 years

How many years has your business been under your present name? < 1 year

How many years under former names? (List name and number of years) 19 years

4. How many years has your business been providing services? 19 years

5. What other types of services does your business provide?

Project Management, IT Assessments & Strategic Plans, Implementation Support
Services

(Submit with Proposal.)

Proposer's Name: NexLevel, a Division of SDI Presence LLC

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):
SDI Presence LLC is the parent company.
7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes ☐ or No ☒
If so, list the date, client, and reason for termination below:
8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field. Organization chart attached?
Yes ☐ or No ☒
9. Does the proposer currently possess sufficient inventory to meet the initial requirements (See Estimated Quantities for each pgs. for this contract?
Yes ☐ or No ☐
If "Yes", describe the inventory and if "No", describe how you will meet the initial requirements:
10. Describe how you will meet the requirement to provide . Ref. pg if applicable
11. Outline your support services including establishing direct lines of communication between City technical staff and the manufacturers(s). Ref. pg if applicable:

(Submit with Proposal)

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

- (1) SDI Presence LLC (312) 580-7500 (312) 580-7600
Firm Phone Fax
- (2) Delaware Limited Liability Company
(Corp) (Individual) (Partner) (Other)
- (3) 33 West Monroe Street, Suite 400
Business Address
Chicago IL 60603
City State Zip Code
- (4) By: 
Signature of Authorized Person
- Sharee L. Wolff, CFO
Type or Print Name of Authorized Person and Title
- Federal Tax I.D. No.: 81-1357524 Date: January 25, 2018



CERTIFICATE OF RESOLUTION

SDI Presence LLC
a Delaware limited liability company

The undersigned, Linda Petty, Secretary of SDI Presence LLC, a Delaware limited liability company (the "Company"), does certify to the City of Fresno that the Company is, and at all times to which this Certificate of Resolution is relevant, was duly qualified and in good standing under the laws of the States of Delaware, Illinois and California, and that the following resolutions were duly adopted by the Sole Manager of the Company on January 25, 2018, and that said actions herein described are permitted by the Certificate of Formation and the Limited Liability Company Agreement, as amended:

WHEREAS, the following individuals are elected to the offices designated below (collectively, the "Authorized Representatives"):

David Gupta CEO
Sharee Wolff CFO
Linda Petty Secretary

NOW, BE IT RESOLVED, that the Authorized Representatives be, and each hereby is, authorized, directed and empowered to execute and deliver to the City of Fresno, in the name and on behalf of the Company, contracts, proposals and any and all other documents or instruments to be executed and delivered in connection with contractual matters, and to take such action, on behalf of the Company, as they determine to be necessary or desirable to effect such contractual matters, including but not limited to, the execution and delivery of such other related agreements as shall be necessary or desirable in order for the Company to do business with and in the City of Fresno; and be it

FURTHER RESOLVED, that any actions taken by any Authorized Representative, on or prior to the date of the foregoing resolutions that are within the authority conferred by the foregoing resolutions are hereby ratified, confirmed and approved in all respects as the acts and deeds of the Company.

Date: January 25, 2018



Linda Petty, Secretary

(Submit with Proposal)

Proposer's Name: NexLevel, a Division of SDI Presence LLC

Initial _____

**CITY OF FRESNO
FINANCE DEPARTMENT
ACCOUNTS PAYABLE SECTION**

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)

Company
Name SDI Presence, LLCContact Email
Addressaccountsreceivable@s
dipresence.com
(Required)Contact Name Sharee WolffTelephone Number 312-580-7521

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository
Name JP Morgan ChaseBranch 10 S Dearborn, ChicagoCity ChicagoState IL Zip Code 60603Routing
Number 071000013Account
Number 878365027☐ ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s) Sharee Wolff, CFO
(Please print)Signature Sharee L WolffDate January 24, 2018RFP 09-14
06/25/13CAOAApprovedJR

PROPOSAL SECTION PAGE 19

Exhibit C

**DISCLOSURE OF CONFLICT OF INTEREST CONSULTING
SERVICES FOR SOLICITATION OF AN ERP SYSTEM**

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Additional page(s) attached.

Sharee L. Wolff
Signature

January 25, 2018
Date

Sharee L. Wolff, CFO
(name)

NexLevel, a Division of SDI Presence LLC
(company)

33 W. Monroe St, Suite 400
(address)

Chicago, IL 60603
(city state zip)

References

(Submit with Proposal)

Proposer's Name: NexLevel, a Division of SDI Presence LLC

REFERENCES

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY NAME: City of Glendale, CA

ADDRESS: 141 N. Glendale Blvd., Glendale, CA 92106

CONTACT PERSON: Jason Bradford, CIO E-MAIL: jbradford@glendale.gov

PHONE NUMBER: 818-548-4093

FAX NUMBER: 818-543-3247

LENGTH OF CONTRACT: 2016-2017

NUMBER OF YEARS: Ongoing

TYPE OF SERVICE PROVIDED: ERP Procurement, Selection, and Implementation – NexLevel assisted with the selection of a new ERP system to replace the City's existing PeopleSoft system. NexLevel took the City through a needs assessment, requirements development and RFP, vendor evaluation and selection, and contract negotiations, and is now providing project management services for the implementation of the selected software system.

2. AGENCY/COMPANY NAME: City of Manhattan Beach, CA

CONTACT PERSON: Sanford Taylor, CIO E-MAIL: staylor@citymb.info

PHONE NUMBER: (310) 802-5067

FAX NUMBER:

LENGTH OF CONTRACT: 2017-present

NUMBER OF YEARS: Ongoing

TYPE OF SERVICE PROVIDED: ERP Procurement and Selection – NexLevel is currently assisting the City with the selection of a new ERP system to replace the City's current Tyler Eden system. Vendor evaluations have been completed, and NexLevel and the City are currently conducting site visits with local agencies.

3. AGENCY/COMPANY NAME: City of Poway, CA

ADDRESS: 13325 Civic Center Drive, Poway, CA 92064

CONTACT PERSON: Brad Rosen, IT Manager E-MAIL: brosen@poway.org

PHONE NUMBER: 858-668-4452

FAX NUMBER:

LENGTH OF CONTRACT: 2016-2017

NUMBER OF YEARS: 2 years

TYPE OF SERVICE PROVIDED: ERP Procurement and Selection – NexLevel assisted the City with the selection of a new ERP system to replace their BANNER system. NexLevel completed a needs assessment, requirements and RFP development, took the City through the vendor evaluation process, and assisted with contract negotiations leading to City Council approval of a contract with the selected vendor.

Schedule of Fees and Expenses

In this section, we provide the City our proposed level of effort by major phase. The information has been presented in a way to provide the City with the total costs associated with the tasks required as part of the overall process.

NexLevel will complete this project on a time and materials basis. Under this arrangement, NexLevel will bill the City based on actual hours worked up to the not-to-exceed price. All of the resources being proposed for this engagement will be billed at an hourly rate of \$175. In Table 7 below, we identify the anticipated level of effort (hours) and cost for each major phase.

Table 7 – Project Cost by Major Phase

Phase	Level of Effort (Hours)	Cost
Phase 1 - Initiate	18	\$ 3,150
Phase 2 - Requirements	312	\$ 54,600
Phase 3 - RFP	61	\$ 10,675
Phase 4 - Select	206	\$ 36,050
Phase 5 - Negotiate	48	\$ 8,400
Sub-Total Estimated Level of Effort	645	\$ 112,875
Travel - Not to Exceed		\$ 15,000
Project Total		\$ 127,875

Travel Costs

All of the proposed resources are based in Southern California. As such, travel costs will consist of mileage, along with lodging and meals while onsite for multiple days. NexLevel agrees to a not-to-exceed amount of \$15,000 for travel related expenses for this project.

Appendix A – Project Team Resumes

Following this cover page are resumes for the NexLevel Project Team.



Patrick Griffin Principal



Consulting Expertise

Project Management: Project Management, Requirements Definition, Business Process Analysis, Project Plan Development

Technology Planning and Assessments: Strategic Plans, Initiative Development, Operational Assessments, Prioritization Workshop Facilitation, IT Outsourcing Evaluations, Feasibility Studies

Other Technical Areas: RFP Development, Proposal Writing, Contract Negotiations

Professional Experience

Mr. Griffin is a senior level executive with over 31 years' experience in public sector local agency management. During his career in local government, Mr. Griffin was responsible for every aspect of municipal management, including responsibility for annual budgets, public information dissemination, elected official support, and information technology. Mr. Griffin held a variety of positions including Finance Director, City Treasurer, and Assistant City Manager during his municipal career. Mr. Griffin's knowledge and understanding of local government operations brings NexLevel clients a resource that is aware of, and sensitive to, the unique requirements of public agencies.

NexLevel Project Accomplishments

ERP and Land Management System Procurements

Mr. Griffin has led efforts toward major software system procurements for both Enterprise Resource Planning (ERP) and Land Management System (LMS) projects for the following agencies:

- ◆ City of Manhattan Beach
- ◆ City of Indio
- ◆ Cucamonga Valley Water District
- ◆ Carson City, NV
- ◆ City of Poway
- ◆ City of Newport Beach
- ◆ City of Fresno
- ◆ City of La Quinta
- ◆ City of Paso Robles
- ◆ Camrosa Water District
- ◆ Lake Arrowhead Community Services District

Assessments and Strategic Planning Projects

Mr. Griffin has led or participated in technology service delivery assessments and strategic planning projects for numerous public agencies. All of the projects involved a detailed review of technology operations, identification of customer needs, prioritization of projects, and/or development of a strategic implementation plan.

- ◆ City of Beverly Hills
- ◆ City of Fresno
- ◆ East Valley Water District
- ◆ City of El Segundo
- ◆ City of Glendale
- ◆ Inland Empire Utilities Agency
- ◆ City of La Quinta
- ◆ Las Virgenes Municipal Water District
- ◆ City of Los Angeles
- ◆ City of Manhattan Beach
- ◆ City of Ontario
- ◆ City of Pismo Beach
- ◆ City of Rancho Palos Verdes
- ◆ City of San Bernardino
- ◆ City of Oxnard
- ◆ City of Huntington Beach
- ◆ City of Ventura
- ◆ Irvine Ranch Water District
- ◆ City of Port Angeles, WA

Mr. Griffin has also served in the role of project manager for the following implementation projects:

- ◆ City of La Quinta ERP implementation
- ◆ City of La Quinta Land Management System implementation
- ◆ City of Chino ERP implementation

Additional Qualifications

Mr. Griffin's public sector experience included responsibility for the day to day operations of Finance, Information Technology, and Community Development Departments for a full service city. These responsibilities encompassed the management of staff, development of strategic planning activities, annual budget development for operations and capital budgets, and oversight of these functions for the organization.

Mr. Griffin served on the Fullerton Planning Commission for four years. He remains active in a variety of professional organizations including CSMFO, MISAC, and the League of California Cities.

Education

Master of Arts, Public Administration

Cal State Long Beach – 1993

Bachelor of Arts, Psychology

Cal State Fullerton - 1980



Michael Gomez

Consulting Expertise

Finance

Budget Planning, Implementation, and Administration; Revenue and Expenditure Projection Expertise, Fiscal Impact Analysis, Employee Listing and Costing Budgeting, Lease/Purchase Financing, Budget and General Ledger Adjustments.

Education

California State University – San Bernardino

Degree: Master of Public Administration, April 2009

Chapman University

Degree: Bachelor of Arts, Economics, January 2002

San Bernardino Valley College

Degree: Associate of Arts, June 2000

Professional Associations

California Society of Municipal Financial Officers

Senior Advisor – Professional Standards and Recognition Committee (February 2016 to 2017)

Chair – Professional Standards and Recognition Committee (February 2014 to February 2016)

Vice Chair – Professional Standards and Recognition Committee (2012 to February 2014)

Subject Matter Expert

Professional Experience

Mr. Gomez has over 15 years of experience in the finance industry, serving both public sector and utility clients. With this unique background, Mr. Gomez is well qualified to address customer needs by providing deep municipal and utility finance, payroll, and HR functional subject matter expertise coupled with hands-on project implementation experience. Mr. Gomez offers NexLevel clients strong decision support, analytical, technical, facilitation, project management, communications and program management skills, and with these skills has established a successful track record in supporting public agencies.

NexLevel Project Accomplishments

Enterprise Resource Planning (ERP), Silicon Valley Clean Water

Provided consulting services for the procurement of a new ERP for the District's Rocket Software; the project scope included needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resources Planning (ERP), Placer County

Provided consulting services for the procurement of a new ERP for the County's Performance Services and Peoplesoft Software; the project scope included needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Application Assessment and Recommendation, City of Merced

Provided consulting services to evaluate the HTE applications in use and provide a business case and alternative analysis report.

Enterprise Resource Planning (ERP), City of Manhattan Beach

Currently providing consulting services for the procurement of an ERP (including utility billing) replacement systems for the City's Tyler Eden system. The project scope includes RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), City of Half Moon Bay

Currently providing consulting services for the procurement of an ERP (including land management) replacement systems for the City's Harris system. The project scope includes needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), City of San Ramon

Currently providing consulting services for the procurement of an ERP (including land management) replacement systems for the City's SunGard Public Sector HTE system. The project scope includes RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), Sacramento Metropolitan Fire District

Currently providing consulting services for the procurement of an ERP replacement system for the City's Tyler Incode system. The project scope includes business case, RFP development, proposal analysis, vendor demonstration and vendor selection.

Enterprise Resource Planning (ERP), City of Redwood City

Currently providing consulting services for the procurement of an ERP (including utility billing) replacement system for the City's Rocket Software system. The project scope includes RFP development, proposal analysis, vendor demonstration and vendor selection.

Enterprise Resource Planning (ERP), City of Burlingame

Currently providing consulting services for the procurement of an ERP (including utility billing) replacement system for the City's Rocket Software system. The project scope includes RFP development, proposal analysis, vendor demonstration and vendor selection.

Project Accomplishments

Financial Resources Manager, City of Riverside, Riverside, CA

Responsible for planning, implementing and administering the City's budget. This includes oversight and assistance with revenue and expenditure projections, review of fiscal impact of Council reports, and coordination of special studies, such as the user fee study and cost allocation plan. Responsibilities also include overseeing debt and special district compliance, overseeing business tax, and assisting all City Departments with their financial services questions, as well as developing memos, agenda items, staff reports and resolutions.

Director of Finance/Treasurer, Moulton Niguel Water District, Laguna Niguel, CA

After starting as a Senior Financial Analyst, became Director of Finance within 18 months. Responsible for planning, implementing and administering the District's budget, which included developing revenue and expenditure projections, developing employee listing and costing, and coordinating and updating the District's 10-year cash flow model. **During his time at the District, he was the lead project manager and sponsor for implementation of new Enterprise Resource Planning (ERP) software (i.e. Finance, Payroll, Human Resources, and Utility Billing).** Responsible for preparing and presenting staff reports, memos and presentations to the Finance Committee and Board of Directors. Served as District labor

negotiations committee member, as well as assisting with Water Rate Analysis, and overseeing the District's cash investments. Finally, assisted with GFOA CAFR Award submittal, and reviewed and recommended financial actions, such as bond refunding and SRF loan participation.

Financial Analyst, City of San Bernardino, San Bernardino, CA

Responsible for assisting with planning, implementation and administration of City's budget. Coordinated the implementation of the City's Program Budget, developed expenditure projections, and coordinated completion of various financial studies with consultants. Developed budgeted employee listing and costing, procured lease/purchase financing for capital equipment, and prepared and processed budget and general ledger adjustments. He also provided assistance with and reviewed the following: department budget submissions, department mid-year expenditure projections, and encumbrance carryover and continuing appropriation process. Also, responsible for assist the Purchasing division with completing bids, bid openings and purchase orders. Assisted all City Departments with their financial services questions, as well as developing memos, agenda items, staff reports and resolutions.

Administrative Analyst II, City of San Bernardino, San Bernardino, CA

Responsible for developed department expenditure and revenue budgets consisting of an internal service fund, enterprise fund and general fund. Assisted Street Maintenance division to implement and complete CIP projects. Evaluated staff, selected staff for hire, trained staff and disciplined staff, as well as overseeing department payroll process. Served as the departments contact for administrative questions from other departments. Assisted in development of collection policies and procedures for Integrated Waste Management Division. Assisted in the implementation of Regional Water Quality Control Board's Waste Discharge Rules. Developed memos, agenda items, staff reports and resolutions. Drafted and assisted in request for proposal, contracts and agreements.

Management Analyst, Public Works Department – Water Services Division, City of Tustin, Tustin, CA

Responsible for developing department expenditure budgets, in addition to purchasing equipment, vehicles and supplies for Water Services Division through either a formal bid process, an informal bid process, or a state contract. Responded to state, county, local government and other regulatory/governing agencies request for information. Assisted management team and other city departments as requested, as well as oversight and update of the Vehicle Replacement Fund. Completed various monthly reports for governing agencies, as well as developing memos, agenda items, staff reports and resolutions. Provided management with water production projections and cost analysis, assisted with various meeting presentations including neighborhood and facility dedications. Provided public outreach, including presenting at the Orange County Water District's Blue Planet Foundation Children's Drinking Water Festival.



Rick Keyes, PMP **Managing Consultant**

Consulting Expertise

Program/Project Management

Program/Project Management, Project Prioritization, Requirements Definition, Business Process Analysis, Project Plan Development and Updates, IT Governance, Program Management Office, Staff Planning and Management, Talent Development, Vendor / Contract Management, End-User Training

Technology Planning and Assessments

Information Technology Strategic Plans, Initiative Development, Operational Assessments, Policy/Procedure Development, IT Portfolio Management, Best Practices

Other Technical Areas

IT Strategies, Technology and System Development Standards, IT Policies and Procedures

Professional Experience

Mr. Keyes is an information technology management professional with more than 25 years of experience in State and Local government. He has a proven success working with clients in the completion of Information Technology Strategic Plans and enterprise system procurements, including requirements definition, business process analysis, research of technical options, and successful delivery of innovative solutions to support the goals of the organization. Mr. Keyes is extremely effective at building delivery teams to achieve organizational objectives and implement effective technology solutions.

NexLevel Project Accomplishments

Enterprise Resource Planning (ERP), Land Management (LMS) and Utility Billing (UB) System Procurement, City of Carson City, NV

Currently providing consulting services for the procurement of ERP, LMS and UB replacement systems for the City's SunGard (Superion) Naviline system; the project scope includes RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), Land Management (LMS) System Procurement, City of Indio, CA

Currently providing consulting services for the procurement of ERP and LMS replacement systems for the City's SunGard (Superion) Naviline system; the project scope includes RFP development, proposal analysis, vendor demonstrations and vendor selection.

Enterprise Resource Planning (ERP), Utility Billing (UB) System Procurement, Cucamonga Valley Water District, Rancho Cucamonga, CA

Currently providing consulting services related to the procurement of ERP and UB replacement systems for the District's SunGard (Superion) Naviline; the project scope

includes completion of a needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Land Management System Procurement, City of Newport Beach, CA

Provided consulting services for the procurement of a new Land Management System for the City; the project scope included completion of a needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

IT Assessment, City of Watsonville, CA

Provided consulting services in support of an Information Technology Assessment for the City.

Interim IT Officer, City of Irvine, CA

Mr. Keyes served as the Interim Information Technology Manager following the resignation of the previous IT Manager. The City's IT team provides support Citywide to department end-user including Administrative Services, Community Development, Community Services, Public Works, Police, City Clerk and City Manager. Accomplishments included engagement of IT with the departments and improvement of customer service, updating of the City's IT Strategy and Plan, engagement with multiple departments on initiation of long-deferred projects, oversight of improvements to both internal network and public facing infrastructure and the hiring of a permanent IT Manager for the City.

IT Assessment, City of Burbank, CA

Provided consulting services for the completion of an Information Technology Assessment for the City.

IT Assessment, City of Fresno, CA

Provided consulting services for the completion of an Information Technology Assessment for the City.

Land Management System Procurement, City of Fresno, CA

Provided consulting services for the procurement of a new Land Management System for the City; the project scope included completion of a needs assessment, RFP development, proposal analysis, vendor demonstrations and vendor selection.

Patient Health Information Portal Project, California Correctional Health Care Services (CCHCS), Sacramento, CA

Project Manager. As a NexLevel consultant, managed a project which culminated in the implementation of a new healthcare portal including links to all CCHCS healthcare applications as well as the first enterprise-wide electronic, interactive medical form. Also assisted in the procurement of a planned Electronic Health Record (EHR) project, another multi-year, multi-million-dollar project that resulted in the implementation of a full electronic health record for the California Correctional Health Care system. [July 2012 – September 2013]

Unit Health Record (eUHR) Project, California Correctional Health Care Services (CCHCS), Sacramento, CA

Project Manager. As a NexLevel consultant, responsible for managing a multi-year, multi-million-dollar project to convert the 33 California state prisons from paper health records to scanned images of those records. Managed solution vendor during application development effort and during setup of necessary infrastructure to ensure that specifications were met for both infrastructure and application performance. Managed the project to successful implementation in a first-in-the-United States "big bang" implementation for this type of project – all sites on the same day. Within the first year, more than 20 million health records had been scanned into the new system. [November 2010 – June 2012]

Prior Project Accomplishments

Pursuit Manager / Operations Manager, CGI, Los Angeles, CA

Led organizational efforts to win new projects and clients by drafting and reviewing proposal documents, developing project management and staffing plans and executing scenario-based financial analysis. Coordinated organization level operations for all projects owned by the LA Metro, including financial reporting, project oversight, staff planning and management, talent development and training. Responsible for ensuring compliance with organizational standards and practices in project execution. [December 2014 – January 2016]

Replacement of Legacy Budget Development System, City of Los Angeles, CA

Project Manager. Managed a project effort that culminated in the replacement of a legacy budget development system with CGI's Advantage Performance Budgeting application. Replacing the system aligned the City's budget development process with the Mayor's outcome-based budgeting initiative. Managed all aspects of project from project and resource planning to team coordination and financial control. [October 2013 – November 2014]

Information Technology Consultant, Keyes Consulting LLC, Boston, MA & Sacramento, CA

Owner/Principal. Performed high-level assessment of the state of IT infrastructure for the New York highway department for newly-appointed Director; screened Chief Information Officer candidate prior to hiring by Department. As program/project manager, managed end-to-end application development efforts for the Massachusetts School Building Authority for both large-scale projects and smaller application enhancements. Worked with Deputy Executive Director and departmental executives to conceptualize applications and identify requirements. Worked with the IT and project teams to design application functionality, develop project schedules and create project deliverables. Lead application integration efforts, provided all project management. [May 2007 – November 2010]

Massachusetts School Building Authority (MSBA), Commonwealth of Massachusetts, Boston, MA

Chief Information Officer. Appointed as first CIO, responsible for all aspects of information technology and IP telephony for a newly-created \$10 billion state authority, including design and implementation of IT architecture, strategies, technology and system development standards, IT policies and procedures. [June 2005 – May 2008]

**Commonwealth Information Warehouse (CIW), Information Technology Division,
Commonwealth of Massachusetts, Boston, MA**

Director. Responsible for managing the business and technical teams and directed their efforts in the development and support of the CIW (the state's repository for enterprise accounting and human resources data). [November 2000 - June 2005]

**House Legislative Committee on Ways and Means, Commonwealth of Massachusetts,
Boston, MA**

Director of Information Systems. Responsible for all aspects of IT policy and procurement, end-user support and application development. [November 1996 – November 2000]

**Commonwealth Information Warehouse (CIW), Information Technology Division and
Office of the State Comptroller, Commonwealth of Massachusetts, Boston, MA**

System Analyst. Provided training and support to end-users of the CIW; evaluated third-party software applications and assessed their suitability for use by the state's more than 500 end-users; analyzed legacy payroll systems and developed functional specifications for the migration of the source systems into the CIW. [April 1995 – November 1996]

Education

Master of Science, Business Management

University of Wisconsin – Milwaukee (1991)

Bachelor of Science, Economics

University of Wisconsin – Madison (1985)