Request for Proposals for Software-Based Employee Performance Evaluation System

Due: 3 pm August 24, 2016

To: Office of the City Clerk
   City of Lincoln
   600 Sixth Street
   Lincoln, CA 95648
1.1 INTRODUCTION

The City of Lincoln (hereinafter “City”), is soliciting proposals for a Performance Evaluation System. This will be a competitive negotiation process. Qualified individuals, firms, contractors, software vendors or entities (hereinafter “Software Vendor(s)”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

1.2 BACKGROUND

1.2.1 Performance Evaluation History

The City has been utilizing a paper-based performance appraisal system. The system is currently used by approximately 35 managers and supervisors to review approximately 150 employees. This project is intended to acquire a viable replacement for the current performance appraisal system.

The replacement system shall provide the capability to tie knowledge, skills and abilities (KSAs) or competencies, goals, metrics, action plans and log events together as they relate to an employee’s job classification and duties for the purpose of providing employees with performance appraisals. The system should also include the availability to develop unique evaluation form templates that can be assigned to individual employees. Ideally the vendor will have the ability to convert paper-based information of historical data (at minimum, one year) to the new system.

Ease of use, ability to perform all necessary appraisal functions within the application, and customer customizable configuration are key elements under review.

1.2.2 Current and Desired Environment

The current performance appraisal system is paper based and administered once per year. A sample performance appraisal is included as an attachment. The new performance evaluation system should consist of tools that create consistency and ease of use in the creation, maintenance, communication, reporting, security, and configuration of all components of the performance evaluation process. It should provide users with the ability to create and maintain reviews, goals, metrics, action plans, log events, development plans, and communicate with ease utilizing the internal system components.

The automation must provide ratings by factors or by description, calculate weights, auto-populated language utilizing intelligent text from pre-populated and customizable internal libraries, coaching ideas, reporting and data extraction tools to various formats, spell checking, language checking, hierarchical security access and workflow, field level security and a real-time communication venue between the employee, supervisor and manager.

Managers and supervisory staff utilize personal computers with Microsoft applications available on their desktops as well as access to internet access. The system must allow for different levels of access for raters and the ability to assign multi-raters. The system must e-mail
reminders to evaluators regarding upcoming evaluation due dates. The evaluation appraisal forms, goals and events must be routed for comment and/or approval through the performance evaluation internal workflow process which interfaces with email. This would enable the user to perform all necessary functions from his/her PC. Once the appraisal is approved, the user prints the final version of the evaluation form from within the application and should be able to provide it in hard copy to the various levels of authority for final preparation and development before being submitted to the employee. The hard copy could be subsequently filed in departmental and centralized personnel files. Once the appraisal has gone through this process it must be completed from within the application to secure it from changes. Administrative rights must be required to unlock.

The City is currently utilizing Exchange/Microsoft Outlook 2010 for its email system, and Internet Explorer 11.

1.3 CITY OVERVIEW

The City of Lincoln is a community 19 miles northeast of Sacramento with a resident population of approximately 47,480. The City is full-service with 8 departments including Police, Fire, Public Services, Community Development, Engineering, Support Services, Library and City Manager’s Office. The City of Lincoln is a Charter city operating under the City Council/City Manager form of government.

1.4 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to:

City of Lincoln  
Human Resources  
Attn: Astrida Trupovnieks, MA MBA  
600 Sixth Street  
Lincoln, CA  95658  
Email: astrida.trupovnieks@lincolnca.gov

Please do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.
All addenda for this RFP will be published on the City of Lincoln website. **It is the proposer’s sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 **TENTATIVE SCHEDULE**

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released by the City</td>
<td>07/27/2016</td>
</tr>
<tr>
<td>Deadline for Final Questions</td>
<td>08/09/2016</td>
</tr>
<tr>
<td>City Responses to Written Questions</td>
<td>08/16/2016</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>08/24/2016</td>
</tr>
</tbody>
</table>

3.1 **SCOPE OF SERVICES**

It is the City’s intent to acquire a system which will meet the needs of the human resources department and City department end users. The new system is to provide the supervisor and employee a straightforward end-user experience, provide the City with the ability to process Performance Evaluations, log events, goals, metrics, employee action plans, and employee development plans in an automated electronic form, and improve the efficiency of the City’s business processes with regard to the management of performance appraisals. The chosen system is to be accessible to supervisors and employees 24-7 in real-time.

A. Minimum Performance Evaluation System Requirements include the ability:

- to be customized in order to conform to the City’s human resources policies and practices, and the individual department business needs;
- to be tied to organizational goals and objectives;
- for users to interact with the system on an ongoing basis;
- to provide workflow management and e-mail reminders;
- to be accessed via internet;
- to meet security requirements;
- to provide selective access;
- to assign multiple raters with different rights;
B. The Performance Evaluation System must:

- provide efficiencies in HR workflow, technology, analysis, and evaluation processes
- provide efficiencies in employee self-evaluation, monitoring achievement of goals, adherence to action plan and progress towards development plans
- create user-friendly reports;
- provide ease of use for end users and administrators;
- show results in improved employee performance.

The firm awarded this RFP will provide application software, data conversion, if needed support, and either web-based or on-site user and administrator training. The application software provided by the awarded firm must be able to meet the City’s functional and technical needs as well as the City’s system environment and technical requirements as identified in this RFP (see Attachment C).

The implementation must be performed in such a manner as to provide the least possible interruption of current operations. At the end of the project, the system must be operational, compliant with City requirements, error-free, and able to process all identified converted data, if applicable.

The City of Lincoln anticipates that the new performance management system will be based on vendor hosted web technology. This system should have the appropriate redundancy or parallel/fault tolerant processes to support maximum availability of systems and integrity of data.

In preparing support strategies and costs, vendors should assume 24 hour, 365 day a year operation of all proposed systems. Performance of critical applications should not be impacted by lower priority system use. This system will be expected to meet specific performance, loading, testing and up-time criteria prior to final system acceptance.

This system must be expandable to accommodate additional users, employees, departments, agencies, new modules, and new requirements. The City of Lincoln anticipates the implementation of new financial software in 2017. Integration with the new financial software is anticipated as a future need. Vendor must be able to address and implement the interface which would be required between the performance evaluation system and the City’s new financial software.

4.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that a designated project team, including sub-software vendors or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-software vendor(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

5.1 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing software vendor wishes to include that is not specifically requested should be included in an appendix to the proposal.
Software vendors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably.
Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

5.2 **Cover Letter** with the following information:
- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting software vendor will perform the services and adhere to the requirements described in this RFP.

5.3 **Signature Requirements** - The attached Proposer’s Certification ([Attachment A](#)) shall be executed by an official(s) legally authorized to bind the software vendor which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer’s Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company (“LLC”) shall be signed by the person or persons authorized to bind the LLC under the LLC’s articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

5.4 **TAB A: Firm’s Qualifications** – Describe your firm and provide a statement of your firm’s qualifications for performing the requested services. Identify the services which would be completed by your firm’s staff and those that would be provided by sub-software vendors or sub-contractors, if any. Identify any sub-software vendors or sub-contractors you propose to utilize to supplement your firm’s staff. Include the firm’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.
5.5 **TAB B: Experience and References** – Provide a summary of your firm’s experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, addresses and telephone numbers. Public sector references are preferred.

5.6 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-software vendor or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-software vendors or sub-contractors shall be listed. Include sub-software vendors’ and sub-contractor’s assigned task(s) and experience. Full resumes may be included in the appendix.

5.7 **TAB D: Project Understanding** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.

5.8 **TAB E: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-software vendors and sub-contractors. List any necessary equipment, training or installation services required.

5.9 **TAB F: Cost Proposal** – Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

5.10 **TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff (Section 4.0)
- The absence of a conflict of interest (Section 9.4)
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 9.7). (Please note that actual certificates of insurance as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary. (Section 9.21)

Submit following documents with proposal:
- Executed copy of Proposer’s Certification (Attachment A)
5.11 TAB H: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment B). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.

5.12 TAB I: Competency of Proposers – The City wants to ensure that the successful Software Vendors has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

5.13 TAB J: Functional Requirements – Provide a completed response to the list of functional requirements. (Attachment C).

6.1 SUBMITTAL INSTRUCTIONS

6.2 Your submittal package shall include the following:

- One (1) original and four (4) printed copies of your proposal; and
- One (1) electronic copy of your proposal in PDF format on CD, flash drive or other electronic media.

6.3 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. Complete and attach the “Sealed Proposal” label to the outside of the envelope containing your proposal.

6.4 Proposals shall be submitted ONLY to:

City of Lincoln
Office of City Clerk
600 Sixth Street
Lincoln, CA 95678

6.5 Faxed and/or emailed proposals will not be accepted.

6.6 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

6.7 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. No exceptions.

6.8 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

6.9 All costs associated with proposal preparation shall be borne by the proposer.
7.1 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

- Experience and Qualifications of Firm and Proposed Staff/Sub-software Vendors/Sub-contractors (per Sections 5.3 - 5.5)
- Understanding of the Project – Proposed Project Plan (per Section 5.6 – 5.7)
- Proposed Cost (per Section 5.8)
- Response to Functional Requirements (per Section 5.13)

8.1 SELECTION PROCESS

8.2 Proposals submitted will be reviewed by a selection committee. Software vendors that have submitted the best and most complete proposals may be invited to an interview. The number of software vendors invited to an interview may vary depending upon the number of proposals submitted.

8.3 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the software vendor might propose.

8.4 A contract will be negotiated with the software vendor considered best meeting the City’s need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City’s first choice, negotiations may be terminated and commenced with the software vendor considered next best in meeting the City’s needs for this particular project.

8.5 The selected software vendor will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

8.6 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.

8.7 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful software vendor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

8.8 A City of Lincoln business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.
9.1 GENERAL TERMS & CONDITIONS

9.2 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected software vendor will be required to execute an agreement prepared by the City, a sample of which is included as Attachment B.

9.3 **Independent Contractor.** At all times the software vendor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the software vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers’ compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys’ fees), and damage of any kind related to such matters.

9.4 **Non- Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

9.5 **Conflict of Interest.** The software vendor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Software vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the software vendor or the software vendor’s management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a software vendor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

9.6 **Undue Influence.** The software vendor shall warrant via an executed Proposer’s Certification (Attachment A) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the software vendor, or from any officer, employee or agent of the software vendor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

9.7 **Non-Collusion.** Software vendor submitting proposals shall warrant via an executed Proposer’s Certification (Attachment A) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary software vendor and the associated sub-software vendors or sub-contractors.
9.8 **Indemnification & Insurance Requirements.** The City’s standard indemnification and insurance requirements are provided in the sample contract, included in Attachment B. All costs of complying with the insurance requirements shall be as included in your pricing. The selected software vendor shall provide complete and valid insurance certificates within fourteen (14) days of the City’s or its designee’s written request. Failure to provide the documents within the time stated may result in rejection of the Software Vendor’s proposal. Alterations to the terms and conditions shall not be allowed.

9 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Software Vendor in preparing or submitting a proposal in response to this RFP.

9.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.

9.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made to the City Council via a published agenda.

9.11 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Software Vendor in response to any RFP. This RFP does not constitute any form of offer to contract.

9.12 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

9.13 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City’s sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

9.14 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

9.15 **If no proposal is accepted.** the City may elect to have the services performed in some other manner.

9.16 **Rejecting Team Members, Firms or Sub-software vendors.** The City reserves the right to reject individual team members, firms, sub-software vendors or sub-contractors and request substitution prior to contract award.

9.17 **Local Business, Small Business, Minority and Women Owned Business.** The City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
9.18 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk’s Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Software Vendor prior to the expiration of that ninety (90) day period.

9.19 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

9.20 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City’s web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City’s RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney’s Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.

9.21 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked “confidential.” The City Attorney’s Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Software Vendor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the “confidential” portion of the proposal.

9.22 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.

9.23 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

9.24 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as Attachment B, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the
contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

9.25 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City’s contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Software Vendor sign a statement affirming its compliance with this policy.

9.26 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Software Vendor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.

9.27 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Software Vendor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.
PROPOSER’S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals (“RFP”). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville (“City”) adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

________________________________________________________

SIGNATURE

________________________________________________________

NAME & TITLE, TYPED OR PRINTED

________________________________________________________

MAILING ADDRESS

________________________________________________________

TELEPHONE NUMBER

________________________________________________________

EMAIL

________________________________________________________

Type of Organization:

_____ Sole Proprietorship   _____ Corporation   _____ State of Incorporation

_____ Partnership   _____ Limited Liability Company
Attachment B

CONTRACT FOR SERVICES

THIS CONTRACT is made on ____________________, 20__, by and between the CITY OF LINCOLN (“City”), and __________________________ (“Consultant/Contractor”).

WITNESSETH:

WHEREAS, the City proposes____________________________
_____________________________________________________________________

WHEREAS, the Consultant/Contractor has presented a proposal for such services to the City, dated __________, 20__, attached hereto and incorporated herein as Exhibit A, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

SCOPE OF SERVICES:

Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in Exhibit A (“Scope of Work”). This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

TERM OF CONTRACT:

The services of Consultant/Contractor are to commence upon [execution of this Contract by] OR [receipt of written notice to proceed from] the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as Exhibit B.
Consultant/Contractor’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for [a period of ______] OR [a period equal to the original term of this Contract] in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

COMPENSATION:

The Consultant/Contractor shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed ____________ ($_____________), without City’s prior written approval]. Account Code Number/Account Description for Scope of Work to be charged to: ____________________________________________________.

Said amount shall be paid upon submittal of a [final] [monthly] [other] billing [showing completion of the tasks that month]. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the [final] [monthly] [other] billings. If Consultant/Contractor’s performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Contractor’s failure to perform in conformity with the Schedule of Performance is a documented result of the City’s failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

TERMINATION:

This Contract may be terminated by either party, provided that the other party is given not less than [_____] calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate.

The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.
Notwithstanding any provisions of this Contract, Consultant/Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Contractor, and the City may withhold any payments due to Consultant/Contractor until such time as the exact amount of damages, if any, due the City from Consultant/Contractor is determined.

In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4.C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

EXTENSIONS OF TIME:

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

PROPERTY OF CITY:

It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor’s privileged information, as defined by law, or Consultant/Contractor’s personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor’s possession.

Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant/Contractor hereunder (the “Work”) to be a work made for hire. Consultant/Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

COMPLIANCE WITH ALL LAWS; PREVAILING WAGES:

A. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. If necessary, it shall be City’s responsibility to obtain all rights of way and easements to enable Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist City in providing the same.

B. Some or all of the work herein may be a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages under Labor Code sections 1720 et seq. Accordingly, Consultant/Contractor shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws, including the payment of
prevailing wages, as applicable. In the event it is determined that the Consultant/Contractor is required to pay prevailing wages for the work performed under this Agreement, but failed to do so, the Consultant/Contractor shall pay all applicable penalties, costs, fees, wages, and wage differential. To the extent the project is subject to the requirement of payment of prevailing wages pursuant to California Labor Code sections 1720 et seq, then the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City’s offices, which shall be made available to any interested party on request. Consultant/Contractor shall cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site, as well as all related notices required by applicable law and regulation.

WARRANTIES AND RESPONSIBILITIES - CONSULTANT/CONTRACTOR:

Consultant/Contractor agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant/Contractor’s profession. Consultant/Contractor represents and warrants to City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17.A hereof.

Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

Except as set forth in Exhibit D, Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in Exhibit D according to the terms and conditions set forth in Exhibit D.

Consultant/Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.

SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.
11. ASSIGNABILITY:

Consultant/Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City’s conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor’s duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Contractor in writing that Consultant/Contractor’s duties under this Contract warrant greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

LIABILITY OF CONSULTANT/CONTRACTOR-NEGligence:

Consultant/Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant/Contractor’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys’ fees, arising in any manner by reason of negligent acts or negligent failure to act, recklessness, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:
Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best’s rating of no less than A:VII (or in the case of Worker’s Compensation insurance, with the State Compensation Insurance Fund of California).

Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.

In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days’ prior written notice by certified mail, return receipt requested, to the City.

Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

Aggregate Limits/Impairment.

If any of the insurance coverages required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City’s protection are allowed without City’s prior written consent.

The requirement as to types, limits, and the City’s approval of insurance coverage to be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.

The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.
Worker’s Compensation and Employer’s Liability Insurance.

Worker’s Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker’s Compensation and Employer’s Liability Acts, including Longshoremen’s and Harbor Worker’s Act (“Acts”), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor.

Commercial General Liability Insurance

The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant’s work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than $1,000,000.00 per occurrence and $2,000,000 general and products/completed operations aggregates.

The commercial general liability insurance shall also include the following:

Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

Provision or endorsement stating that the Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

Commercial Automobile Liability Insurance.

The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than $1,000,000.00 per occurrence.
The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.2 above.)

Professional Liability.

The Consultant/Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than $1,000,000 per claim.

17. MISCELLANEOUS PROVISIONS:

Compliance With Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 et seq.

Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Contractor shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.

Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY: Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

CONSULTANT/CONTRACTOR: Attn:
Address line 1
Address line 2
**Governing Law.** This Contract shall be interpreted and governed by the laws of the State of California.

**Venue.** Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

**Attorneys’ Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney’s fees and all costs regardless of whether one party is determined to be the prevailing party.

**Counterparts.** The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

**Severability.** If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
CITY OF LINCOLN,  
a municipal corporation

Matthew Brower, City Manager

Dated

APPROVED AS TO FORM:

Leslie Walker, City Attorney

Dated

ATTEST:

City Clerk

Dated

City Accountability:

Department responsible for contract:

Staff responsible for contract:
EXHIBIT A

SCOPE OF WORK
EXHIBIT B

SCHEDULE OF PERFORMANCE
EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
Labor Code § 1861

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT/CONTRACTOR

By: ____________________________
   ____________________________
   Print Name

   ____________________________
   Date
EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in Exhibit A.
Attachment C

City of Lincoln Functional Requirements

INSTRUCTIONS FOR COMPLETING FUNCTIONAL REQUIREMENTS

1) **Vendor Response**
For each numbered line item requirement, the vendor must indicate Y, 3P, C, F, or N with an “X” in the Vendor Response column, according to the following legend:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>Fully supported by the current release of the software.</td>
</tr>
<tr>
<td>3P</td>
<td>Supported with third party software (i.e. software not directly owned or controlled by the vendor submitting the proposal).</td>
</tr>
<tr>
<td>C</td>
<td>Customization is required to meet the requirement (e.g. changes to the underlying code must be made, a report must be specifically developed for the customer, tables have to be created or modified, etc.). Causes extra coding or upgrade work in order to implement new versions or upgrades.</td>
</tr>
<tr>
<td>F</td>
<td>Future functionality: Supported in the next release of the software (or releases) within the next 1 – 2 years.</td>
</tr>
<tr>
<td>N</td>
<td>Not supported.</td>
</tr>
</tbody>
</table>

2) **If the vendor responds with 3P, C, or F, the vendor must provide additional information in the comments column:**
   - For “3P”, the vendor must explain what third party software application or service is required, any integration requirements, and the vendor’s relationship with this third party.
   - For “C”, the vendor must explain the nature and amount of customization required, and experience with the same or similar modifications.
   - For “F”, the vendor must explain the functionality in the new release, the expected general availability release timing and provide surety that the functionality will be included.

3) The vendor must also identify which module(s) the required functionality is part of in the final column when applicable.

The information must be completed and submitted in the format provided.
## City of Lincoln Functional Requirements

### General Features

<table>
<thead>
<tr>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
<th>Applicable Module(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(R = Required, I = Important, N = Nice to Have, E = Explore)</td>
<td>Y 3P C F N</td>
<td>*if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.</td>
<td></td>
</tr>
<tr>
<td><strong>General Features</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R</strong> 1. Allows non-technical administrators, supervisors, and/or employees (specify all or which) trained in the software to customize workflows (i.e. who approves the appraisal forms) as processes evolve over time, without the assistance of the Respondent (software vendor) or code development.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R</strong> 2. Has a save and return feature so reviews do not have to be completed at one time.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N</strong> 3. Allows files (excel, pdf, word documents) to be attached (specify all or which) to appraisals.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>I</strong> 4. Has a journal function in which the supervisor can keep notes on their employee throughout the year and attach related files; Please share if there is an ability to upload e-mails to system as part of the journal.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R</strong> 5. When a user logs in, shows all employees who report to the user, and all employees in their chain of supervision.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>I</strong> 6. Allows all appraisal responses to be completed by the employee and their supervisor annually and, if desired, other defined times, with the ability to set permissions and access to a range of users, including administrators, supervisors, and employees. Annual appraisals can have different forms and workflow rules than other appraisals.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R</strong> 7. Sends out repeated emails notifying users when their feedback period is coming up, when it has started, when it is due, and notifies managers and/or Human</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Key Functional Criteria

<table>
<thead>
<tr>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
<th>Applicable Module(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>(R = Required, I = Important, N = Nice to Have, E = Explore)</em></td>
<td></td>
<td><em>if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.</em></td>
<td></td>
</tr>
<tr>
<td>Resources administrators if feedback is not completed by the due date.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N</strong> 8. Sends out reminder e-mails notifying supervisors and employees regarding upcoming goal due dates.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>I</strong> 9. Allows ability to collaborate with multiple reviewers on a review.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>I</strong> 10. Provides Human Resources administrators with the status of appraisal completion by user and by department. For example, the appraisal has been completed by three peers, but not by two others, or it has been completed by the employee but not the supervisor.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R</strong> 11. Allows appraisals to be conducted as 360 degree evaluations with responses provided by the employee, their supervisor, their peers, and their subordinates (specify all or which).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N</strong> 12. User dashboard for viewing goals and progress and status of performance evaluation. Please indicate if this is available to managers and employees.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R</strong> 13. Has the ability to export data from its database (any table, any table field) to CSV file or direct file transfer to another third party product.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N</strong> 14. Ability to copy review from past evaluation period to current evaluation period; ability to then edit review.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R</strong> 15. Ability based on permissions to adjust rating scale citywide, by department or division or form. Scale can be numeric or by standards (needs improvement, meets, exceeds standards)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Attachment C

### City of Lincoln Functional Requirements

<table>
<thead>
<tr>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
<th>Applicable Module(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(R = Required, I = Important, N = Nice to Have, E = Explore)</td>
<td>3P, C, F, N</td>
<td>*if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.</td>
<td></td>
</tr>
</tbody>
</table>

### Forms

| R | 16. Ability based on permissions to adjust weighting of goals and competencies. |
| R | 17. Allows administrators to adjust rating periods. |

**R** | 18. Allows managers to create development and/or performance improvement plans for each employee. |

**R** | 19. Allows non-technical administrators, supervisors, and/or employees (specify all or which) trained in the software to create a high or unlimited number of new custom forms, without the assistance of the respondent (software vendor) or code development. |

**N** | 20. Allows administrators, supervisors, and/or employees (specify all or which) to set up the text of employee appraisal prompts in a form unique to each department or unit and leaves a space for narrative responses. |

**R** | 21. Has ability to assign specific forms to employees by department, job title or other defined characteristic. |

### Citywide, Department and Individual Objectives, Goals and KSAs

| R | 22. Allows supervisors to create goals-current and future. |

**R** | 23. Ability to define citywide goals, vision, and/or mission statements in the system. If yes, where is this done and can this be done without linking them to a specific individual. |
## Attachment C
### City of Lincoln Functional Requirements

<table>
<thead>
<tr>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
<th>Applicable Module(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(R = Required, I = Important, N = Nice to Have, E = Explore)</td>
<td>Y 3P C F N</td>
<td>*if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.</td>
<td></td>
</tr>
<tr>
<td>R 24. Roles with access to assign shared goals or competencies out to large groups in bulk, based on job/role/position, organizational affiliation, location, or other criteria.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N 25. Multiple views to help departmental/organizational management monitor progress toward key objectives. Individual and manager &quot;line-of-sight&quot; capability showing how other goals and objectives are directly or indirectly aligned to key organizational objectives.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N 26. The system enables cross-functional teams to align their goals to a single City Council Priority, or a set of departmental goals.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N 27. Employees can suggest goals to be added.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N 28. User dashboard for viewing goals and progress. Please indicate if this is available to managers and employees.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I 29. Ability to link goals to developmental milestones, such as competency requirements, courses, certifications, etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N 30. Functionality to directly link goals to either launch or register for recommended learning associated with that goal.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coaching/Language Libraries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N 31. Provides coaching ideas; sample statements.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I 32. Provides suggested language for specific ratings of competencies.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N 33. Provides success measurement language for goals.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please note that refusal to sign this evaluation does not negate the stated behavior and performance requirements.
| R | 34. Has spell and grammar check capabilities. |   |   |
# Attachment C

## City of Lincoln Functional Requirements

<table>
<thead>
<tr>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
<th>Applicable Module(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(R = Required, I = Important, N = Nice to Have, E = Explore)</td>
<td>Y 3P C F N</td>
<td>*if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.</td>
<td></td>
</tr>
</tbody>
</table>

### Reports

- **R 35.** Report security based on role. Please define possible roles.
- **I 36.** Ad hoc report on any combination of modules and fields in the database.
- **I 37.** Date-range parameter and point-in-time reporting on all data.
- **R 38.** Please attach standard sample reports that come with the system.

### Technology

- **I 39.** Software as a Service (Cloud) deployment model. Discuss options.
- **R 40.** Mainstream server/platform. Discuss options.
- **R** Indicate platforms supported and % of installs for each.
- **R** Indicate databases supported and % of installs for each.
- **R** Indicate source code language.
- **I 41.** Web-based architecture with published open Application Program Interfaces (APIs). Describe if your proposed solution is web-based vs web-enabled and if it is 100% throughout the whole software or only for specific portions.
- **I 42.** Integration development tools. Are these provided to the customer? Describe what is available and supported.
- **I 43.** Experience integrating the proposed software with our other key applications systems:
  - - IFAS (OneSolution 7.9)
  - - Target Solutions
- **R 44.** Remote access. Briefly describe your remote access capabilities, supported technologies and plans.
# City of Lincoln Functional Requirements

<table>
<thead>
<tr>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
<th>Applicable Module(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(R = Required, I = Important, N = Nice to Have, E = Explore)</td>
<td>Y 3P C F N</td>
<td>*if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.</td>
<td></td>
</tr>
<tr>
<td>R 45. Mobile technologies. Discuss platforms and devices supported. (Currently supporting iOS calendaring, Windows 8 for business applications.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N 46. Ability to enable Active Directory for single sign-on.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R 47. If local, not hosted system, it will run on a VM environment.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I 50. Export to PDF format.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R 51. Mobile technology access; currently using iPads and Windows 8 tablets.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I 52. Pointers/hotlinks to external databases/applications to access data.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I 53. Disaster recovery and emergency backup, clustering, redundancy, or other high availability configuration: Briefly discuss your capabilities, options, strategy and recommendations.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I 54. Handle unique security roles; restrict access by screen level, by group, and/or user based on customer-definable criteria. Briefly describe what you provide.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Performance Appraisal Form  
City of Lincoln

<table>
<thead>
<tr>
<th>Employee:</th>
<th>Date of Hire:</th>
<th>Next Review Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager:</td>
<td>Department:</td>
<td>Review Period:</td>
</tr>
</tbody>
</table>

**Job Title:**

**Sal Range:**

**Step:**

<table>
<thead>
<tr>
<th>Probation Evaluation:</th>
<th>Non Probation Evaluation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months</td>
<td>1 year</td>
</tr>
<tr>
<td>18 months (Safety)</td>
<td>Special (3 or 6 months follow-up)</td>
</tr>
</tbody>
</table>

Eligible for merit: Yes □  No □  Not Applicable □  Merit step: Approved □  Denied □

<table>
<thead>
<tr>
<th>Outstanding (O)</th>
<th>Exceeds (E)</th>
<th>Meets (M)</th>
<th>Partially Meets (PM)</th>
<th>Needs Improvement (NI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your performance is consistently outstanding and you add unique value to the organization. You demonstrate excellence and exceptional ability.</td>
<td>You are performing in excess of the normal requirements. You continually produce results which are better than required even on the most difficult and complex jobs</td>
<td>You consistently meet the requirements of your position and are doing a fully competent job. Your performance is what is expected of a well qualified, experienced person in your position.</td>
<td>Your performance fully meets some of the requirements of your position. However a key area of your job requires improvement.</td>
<td>You are not meeting the minimum job requirements. You must immediately improve your performance. You will be reviewed again according to your Performance Plan.</td>
</tr>
</tbody>
</table>

Overall Performance Comments:

__________________________________________________________________________________________

__________________________________________________________________________________________

___________________________________________________________________________

Rated by: ___________________________ Date: _____

Dept. Head: ___________________________ Date: _____

Human Resource: ___________________________ Date: _____

Probationary Personnel Recommendation: □ Regular Status □ Extend Probation □ Terminate Association

□  I have discussed this appraisal with my supervisor and agree with the content.

□  I have discussed this appraisal with my supervisor and disagree with the content, attached is my response.

Employee Signature: ___________________________ Date: ___________________________
Performance Appraisal Form
(Additional pages may be added as needed)

Specific goals/objectives from the previous review period that are being evaluated.
This section may include project, departmental and/or development goals. The goals and objectives from your last evaluation are transferred here. If any of the original goals were modified, or new goals were added, this should be fully described.

1. First Evaluation – No goals given yet.
2.
3.
4.

Evaluate the employee's success in reaching each of the above goals/objectives
In this section, progress and performance in each of the goals/objectives listed above is noted with specifics about how performance was met, exceeded, or fell below the expected performance targets and why. Included are suggestions on how performance could be further improved or modified.

1.
2.
3.
4.
Performance Review Form

The following are success factors that relate to "how" objectives were accomplished. These are considered in the overall performance rating. Each factor has an importance weighting. Those success factors that are not applicable have an N/A (Not Applicable) for importance. Otherwise, a scale of VI for Very Important, I for Important, or SI for Somewhat Important is used. When applicable, other success factors are noted. Ideally, weightings are jointly developed at the beginning of the evaluation period or updated as subsequently required.  

**Ratings:** O=Outstanding, E=Exceeds, M=Meets, PM=Partially Meets, NI=Needs Improvement

<table>
<thead>
<tr>
<th>SUCCESS FACTORS</th>
<th>Rating (O to NI)</th>
<th>Importance (N/A to VI)</th>
<th>Comments (Required for PM &amp; NI ratings)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountability</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(Completes assigned tasks on schedule; assumes responsibility for actions taken; consistently meets commitments; maintains effective work habits.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Care/Satisfaction</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(Maintains effective working relationships with internal &amp; external customers; recognizes customer needs; listens &amp; acts on what is heard.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Productivity</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(Produces quality work in the time expected; makes continuous improvements to processes; does things correctly; works to eliminate waste.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(Effectively informs appropriate personnel of issues, schedules &amp; other goals; is open to other points-of-view; listens &amp; communicates effectively.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teamwork/Cooperation</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(Builds collaborative relationships; readily offers information &amp; assistance; considers other perspectives; seeks ways to work effectively with others.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appearance</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(Is properly dressed &amp; groomed for job requirements.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dependability</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(Is at work in a timely manner; schedules time off in advance; is not abusive of time off.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(Keeps up-to-date in field; keeps required certifications current.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Performance Review Form

**SUCCESS FACTORS**

*Ratings: O=Outstanding, E=Exceeds, M=Meets, PM=Partially Meets, NI=Needs Improvement*

<table>
<thead>
<tr>
<th>Rating (O to NI)</th>
<th>Importance (N/A to VI)</th>
<th>Comments (Required for PM &amp; NI ratings)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Follows safety procedures; takes proper precautions to assure safe work practices.)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Interpersonal Skills</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Promotes cooperation; supports a positive &amp; professional environment.)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Technical Knowledge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Effectively uses required skills in job.)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Other Factors</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

The following are additional factors for rating of management personnel

**SUCCESS FACTORS**

*Ratings: O=Outstanding, E=Exceeds, M=Meets, PM=Partially Meets, NI=Needs Improvement*

<table>
<thead>
<tr>
<th>Rating (O to NI)</th>
<th>Importance (N/A to VI)</th>
<th>Comments (Required for PM &amp; NI ratings)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leadership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Communicates &amp; monitors City goals; treats employees in a fair &amp; consistent manner; models appropriate behavior.)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Decision Making</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Follows legal &amp; procedural guidelines; makes decisions in a timely manner.)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Business Capacity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Ensures commitments are met with customers &amp; suppliers; develops departmental strategies; stays within acceptable budgetary requirements.)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Human Resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Sets &amp; monitors personnel goals &amp; objectives; keeps staff informed; reviews direct reports in a timely manner.)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Other Factors</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>
Performance Review Form

What specific goals/objectives will be evaluated for the coming review period?
The objectives should be specific and measurable. This section may include project, departmental, and/or developmental objectives. Some objectives may simply be rolled-over from the previous evaluation period while others may be specific tasks that are expected to be accomplished during the upcoming period. Identify deficiencies and support needed, if applicable.

1.

2.

3.

4.

Development Plan
Identify areas the employee can work on to strengthen performance in current position.

<table>
<thead>
<tr>
<th>Developmental Area</th>
<th>Internal Training, outside seminars, on-the-job training, rotational assignments, etc.</th>
<th>Responsibility/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Employee comments (optional)
Employee may include comments related to the performance review.