



Request for Proposals

Project Management Services for Implementation of an Enterprise Resource Planning (ERP) System

1 RFP Introduction

1.1 General Information

The City of Edina (City) is requesting proposals from qualified individuals or firms to provide project management services on an **“as-needed”** basis to assist with the implementation of an Enterprise Resource Planning (ERP) system.

Proposer must agree to use the City’s contract template (Attachment A). A recommendation and proposed contract will be prepared for City Council consideration at its August 20, 2019 meeting. The City reserves the right to reject any or all proposals. The proposal package shall present all-inclusive fees for each phase of the engagement.

1.2 Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of twenty- four (24) months, based upon the project implementation timeline. The City reserves the right to extend the term of the contract to complete the project; or cancel the contract at any time with 15 days written notice.

The estimated implementation timeline is subject to change.

1.2.1 Phase 1 – Core Financials and System Wide Applications

Start Date:	September 2019
Go-Live Date:	January 2, 2021 or as defined in the Project Plan

1.2.2 Phase 2 – Human Capital Management

Start Date:	March 2020 or as defined in the Project Plan
Go-Live Date:	January 2, 2021 or as defined in the Project Plan

1.2.3 Phase 3 – Utility Billing

Start Date:	January 2021 or as defined in the Project Plan
Go-Live Date:	June 2021 or as defined in the Project Plan

1.3 RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below.

Name and Title: Carrie Person, HR Project Coordinator
Email: cperson@edinamn.gov

The RFP Coordinator will be the sole point of contact for this RFP. Proposer contact with any person(s) in the City other than the RFP Coordinator is expressly forbidden and may result in disqualification of the Proposer’s bid. Any communications other than via email to the RFP Coordinator will be considered unofficial and non-binding on the City.

1.4 RFP Amendment and Cancellation

The City reserves the right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be provided to any Proposers who have already responded or reached out to the City, and will be posted on the City's website:

<https://www.edinamn.gov/CivicAlerts.aspx?CID=12>

Proposers must respond to the final written RFP, including any exhibits, attachments, and amendments.

1.5 RFP Questions

Questions concerning the RFP should be submitted via e-mail to the RFP Coordinator prior to 3:30 pm July 15, 2019 which is the "Deadline for Proposer Questions". Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. The questions submitted, and the City's responses shall be posted on the City website.

1.6 Proposal Submittal

Proposals are to be submitted no later than July 30, 2019 at 3:30 pm. Proposals received after this date will not be considered. No fax proposals will be accepted.

Proposers must submit in a sealed package: one (1) original, three (3) copies, and one (1) electronic copy (a single .pdf file containing all submitted material). The proposal package shall be mailed, couriered, or hand delivered to the City at:

Carrie Person
City of Edina
4801 West 50th Street
Edina, MN 55424

The package should be clearly labeled as follows:

ATTN: Carrie Person, HR Project Coordinator
Proposal for Project Management Services for ERP System Implementation Services
Name of Proposing Firm
Proposer's Address
Proposer's Contact Person
Proposer's Telephone Number

2 City Overview

The City, incorporated in 1888, is a fully developed first-ring suburb of Minneapolis. The City currently occupies a land area of 16 square miles and serves a population of 52,497. The City has become known for its quality residential housing stock and attractive neighborhoods. Edina is also home to over 50,000 jobs in a variety of industries that are expected to remain stable over the

coming years. The City enjoys a AAA bond rating and a Aaa bond rating from Standard and Poors and Moody's, respectively.

The City has operated under the Council-Manager form of government since 1955. Policy-making and legislative authority are vested in a City Council (Council) consisting of the Mayor and four other members, all elected on a non-partisan basis. The Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring the City Manager. The City Manager is responsible for carrying out the policies and ordinances of the Council, for overseeing the day-to-day operations of the city government, and for appointing the heads of the various departments.

The City employs over 300 full-time staff, and over 800 part-time and seasonal staff, in the following departments:

- Administration
- Assessing
- Communications and Technology
- Community Development
- Engineering
- Finance and Utility Billing
- Fire
- Human Resources
- Police
- Public Works
- Parks and Recreation

3 Scope of Services

The City will acquire the Tyler Munis ERP system. A contract with Tyler Technologies is scheduled to go to the City Council for approval on August 20, 2019. The City is contracting for a Hosted Solution (SaaS).

The purpose of this RFP is to solicit proposals from vendors qualified to provide professional project management and implementation services related to the implementation of a new organization-wide Enterprise Resource Planning (ERP) system. The chosen contractor will provide on an **“as-needed”** basis project management, consulting and technical assistance as specified herein. The City will consider proposals from individuals, group of individuals, independent contractors, and businesses supplying an individual(s) to provide project management service. The ideal contractor will have:

- Experience working with Tyler Munis Financial Management, HR & Payroll applications, and Utility Billing;
- Experience in Minnesota local government payroll including public safety, multiple labor groups, and PERA;
- Experience in the full ERP lifecycle principally in implementation;
- Experience providing professional project management and implementation services for municipal governments;
- Solid expertise in business process evaluation, improvement and change management.

The selected provider will have excellent operational and technical project management depth in areas of interest to the City under this RFP, and must be a highly-effective communicator, particularly in (1) translating technical concepts to non-technical audiences, and (2) persuading and leading organizations through change management efforts. They will have significant experience with public sector organizations implementing and working with human resource, payroll, and financial applications

3.1 Modules Planned for Implementation

3.1.1 Financials

- Accounting/General Ledger/ Accounts Payable
- Work Orders, Fleet & Facilities Management
- Purchasing/Bid Management
- Fixed Assets
- Project & Grant Accounting
- Cash Management

3.1.2 Human Capital Management (Payroll/Human Resources)

- Payroll
- Human Resources Management

3.1.3 Revenue

- Accounts Receivable
- General Billing

3.1.4 Productivity

- Analytics & Reporting
- Content Manager
- Forms Processing

3.1.5 Utility Billing

- Utility Billing CIS
- Tyler GIS
- Tyler Cashiering

3.2 Scope of Work – Project Manager

The selected Project Manager (PM) will assist the City's Project Manager (CPM) on an “**as-needed**” basis to help coordinate project team members and subject matter experts from City Staff, as well as the overall implementation schedule. The PM will serve as the secondary point of contact with the Tyler's project manager; and will assist the CPM with change management communications and coaching.

3.3 Project Management tasks may include:

- Reviewing the vendor Statement of Work (project scope) and coordinating a project kick-off meeting.
- Working with the CPM and Tyler Technologies project manager to develop the

implementation project plan.

- Attending ERP implementation-related regular and special meetings during the project, including reporting project status to the City Leadership Team. Developing agenda for and attending weekly Executive Steering Committee meetings.
- Providing updates for status reports, reviewing status reports, and participating in bi-weekly status meetings with Tyler Technologies.
- Reviewing meeting agendas prepared by Tyler Technologies and distributing those agendas to City's meeting participants.
- Working with the CPM and Tyler Technologies' project manager to ensure the implementation is successfully completed. This may include reviewing the project Issues Log with the Tyler Technologies project manager, collaboratively assign a priority to each issue, and identify the individual responsible for facilitating resolution.
- Working cooperatively with the CPM and the City Steering Committee in implementing policies, procedures, and directives called for by the City.
- Monitoring and communicating any identified project risks to the CPM, Tyler Technologies project manager and the Executive Steering Committee.
- Assisting the CPM prepare and deliver any scope change requests for Tyler Technologies implementation services to Tyler's Technologies project manager.
- Assisting the CPM prepare and submit to Tyler Technologies any product enhancement requests with enough detail for Tyler Technologies evaluation.
- Assisting the CPM review and accept/reject implementation control points and deliverables, providing feedback on rejections.
- Assisting with the creation of software training user accounts for all users, ensure users are following curriculums, and monitor and communicate user progress to the CPM and City Management.
- Helping to coordinate:
 - software installation activities
 - City staff training activities for all users
 - user acceptance testing
- Working with the CPM and Tyler Technologies project manager to outline go-live steps, requirements and assignments.
- Working with the CPM and City staff to implement and foster formal change management initiatives associated with the project.
- Helping to evaluate readiness of City Staff to perform live process from training and change management perspective.
- Helping coordinate final acceptance process for each phase of implementation.

In addition to the responsibilities and duties enumerated above, the successful PM will also perform all other duties and responsibilities assigned by the CPM and City's Leadership Team related to management and coordination of the implementation of the Tyler Munis system.

The City expects the PM will need to dedicate an average of 10 hours per week for the duration of implementation. Actual time dedicated will be based on the phase of implementation; with some weeks requiring more hours, and some weeks requiring less.

3.4 Insurance

Contractor shall secure and maintain such insurance as will protect Contractor from claims under the Worker's Compensation Acts, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Professional Liability	\$1,000,000 each claim

The City shall be named as an additional insured on the general liability policy on a primary and noncontributory basis. Before commencing work, the Contractor shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

4 Time Requirements

Proposal Calendar

July 15, 2019	Deadline for questions at 3:30pm
July 30, 2019	Proposals due at 3:30pm
Week of August 5, 2019	Anticipated Finalist interviews
August 20, 2019	Anticipated date to award contract

5 Proposal Submission

5.1 General Instructions

Proposals must be organized consistent with the outline provided in this section. Proposers must follow all formats and address all portions of the RFP set forth herein, providing all information requested. Each question shall be responded to completely. References to other documents shall not be accepted.

The complete proposal shall include the proposal document with a point-by-point response to the RFP and all other materials requested in the RFP. The proposal itself shall not exceed fifteen (15) pages in length. Vendors may include additional materials they feel could assist in the evaluation of the proposed system, however the complete submission should not exceed thirty (30) pages total in length (including the proposal, attachments, and any additional materials).

The City plans to adjust the expenditure of contract project management hours in a manner that meets project needs at various stages of the project lifecycle, rather than requiring full-time resource commitment throughout the project. As such, the City is open to a contractual arrangement that allows the successful firm to engage in other business endeavors so long as the legal and performance requirements of the Professional Services Agreement between both parties is always enforced and conflicts of interest are avoided. The City is however preparing a budget to allow for 10 hours per week for the duration of this project.

5.2 Content of the Proposal:

Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to perform the following requirements of this RFP. This should include the five (5) sections listed below.

5.2.1 Vendor Qualifications

Please provide a brief history and overview of your firm and its organizational structure, or if an individual, a description of your qualifications with special emphasis on your understanding of the services required and how you propose to fulfill the needs of the City, including the following information:

1. Name, mailing address, e-mail address, telephone, and fax number of the vendor.
2. Type of organization (individual, partnership, corporation, or other). Please include Federal Tax ID (FEIN).
3. Principals of your firm (as applicable).
4. State why you are well-qualified to provide the City with the ERP implementation services outlined in the "Scope of Work" section above. This must include the size of the organization, list of the staff qualified to provide these services, and the location of the coordinating office.
5. Provide specific descriptions of the experience of the vendor in providing these services to clients like the City.
6. Provide three (3) references from other clients to which the vendor has provided services like those outlined in this RFP. Include names, addresses, and phone numbers, a thorough description of project scope and deliverables, and dates of the service. Contacts shall be those who have personal knowledge of your vendor's performance for this requirement.

5.2.2 Project Manager Qualifications and Experience:

Please identify the individual staff member(s) who will be assigned to provide the professional project management and technical assistance services outlined in the RFP, including:

1. Identify and provide the resume of the individual who will be assigned to provide these contracted services on a day-to-day basis to include:
 - a. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
 - b. Identify the assigned individual's position within the vendor and the degree to which they will be able to commit resources and time to provide the services.
2. Identify and provide resumes of any individuals who will be assigned to assist the individual assigned to provide the services to include:
 - a. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
 - b. Identify the staff roles and responsibilities, and how these individuals will work with the assigned primary individual providing these services.

5.2.3 Technical Approach to Service Provision:

Provide a brief description of the vendor's approach to this project to include:

1. Provide a written explanation detailing how the assigned individual will approach the provision of the services outlined in this RFP to include:
 - a. The management of time, resources, and staff to accomplish goals.
 - b. Working with the project team on issues for consideration by the ERP Steering Committee.
 - c. Working with ERP functional and technical staff members on issues of a routine nature and those that are urgent or emergencies.
 - d. Developing and modifying policies and procedures.
2. Describe in detail the information and assistance you will require from the City Leadership Team in providing these services and indicate if additional information or resources will be required.
3. Provide samples of an actual report or work product that you have performed for services like those required in this RFP.

5.2.4 Tyler Munis Specific Knowledge and Experience:

Please discuss relevant experience with answer the supplemental questions below.

1. What is your experience providing project management to financial / human capital management implementation?
2. Discuss your knowledge and experience with Tyler Munis ERP products. How well do you know the product? What product versions are you experienced with?
3. What technical resources do you available to assist with legacy data conversion, either internal or contracted?
4. Discuss any specific knowledge of working with 3rd party vendors to integrate Munis with their products (e.g. LaserFiche, Telestaff). Refer to Appendix B for current city applications.
5. Discuss your knowledge of other Tyler Munis applications (e.g. Roll Based Security, Work Orders, etc.)

5.2.5 Financial/Pricing Proposal:

It is the intent of the City to purchase these services for a specific time at a specific unit cost. The Vendor will be engaged as an independent contractor and will be responsible for all benefits, all taxes (including without limitation all income, payroll, and self-employment taxes), and insurance requirements. As noted above, the City is open to negotiating an agreement that adjusts the expenditure of project management professional services hours to meet cyclical project needs. Please keep this in mind as you consider the proposal pricing options below:

1. The vendor must propose a total per hour charge for the individual or individuals assigned to provide the services described above to include all costs for salaries and benefits.
2. In addition, the vendor should propose a fixed amount, Not to Exceed cost estimate for the entire project, from initial assessment through system acceptance (approximately 24 months).
3. Mileage expense reimbursement will be at the Internal Revenue Service rate.

4. All other expenses will require pre-approval from the City. Vendor shall identify other expenses for which reimbursement will be sought, including any fixed rates or charges applicable to any category of expenses.
5. As a tax-exempt entity, the City is not liable for any sales or other excise tax on the service rendered.

Pricing:

Please complete the following pricing table and answer the supplementary pricing questions that follow.

Per Hour Charge to Provide Services \$_____per hour

AND (optional)

Total monthly fees (all-inclusive) \$_____

AND (optional)

Total per Project Charge to Provide Services \$_____

Questions:

- 1) Please describe what costs or expenses are included in the above rate.
- 2) What costs or expenses do you anticipate may be required in addition to those included in the above rate?

5.3 Technical Proposal Format

5.3.1 Title Page

Show the subject, name of the proposer, contact information and date of submission.

5.3.2 Table of Contents

Provide a complete identification of materials submitted by section and page number.

5.3.3 Transmittal Letter

Provide a general introduction, a brief statement of the proposer's understanding of the engagement, and the name and contact information of the person authorized to represent the proposer.

5.3.4 Contents of Proposal as outlined above in Section 5.2

6 Evaluation Procedures and Criteria

6.1 Proposals will be evaluated based on the following criteria:

The City plans to apply the following criteria in selecting a project management partner:

- Project Management Experience (e.g. certifications; successful, “full life cycle” completion of similar ERP projects, particularly in municipal government environments)
- Technical Knowledge (e.g. knowledge of and experience with ERP applications and associated infrastructure platforms, specifically SaaS models)
- Functional Technical Knowledge (e.g., knowledge of and experience of human resource, payroll, and financial functions, particularly in:
 - Minnesota municipal government;
 - Public safety employees and labor agreements
 - PERA
 - SDI & workers compensation
- Product Specific Knowledge and Experience (e.g., knowledge of and experience in Tyler Munis applications)
- Management and Interpersonal Skills (e.g. ability to manage and reconcile stakeholder issues and priorities; successful experience designing, implementing and managing comprehensive change management programs during ERP implementations)
- Pricing (e.g. price proposal, contract requirements and objections)

The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that finalists participate in an interview and conduct a presentation to a selection team.

6.2 Proposal Review

- Proposals will be evaluated by City Staff, including but not limited to Director of Finance, Director of Human Resources and Information Technology Manager.
- Interviews will be conducted with the top ranked proposers.
- Staff will present its findings to the City Council for selection. The City Council will have final authority to award the contract. It is anticipated that selection and award of contract will be made at the August 20, 2019 City Council meeting.

7 RFP Terms and Conditions

7.1 Collusion

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

7.2 Gratuities

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

7.3 Nondiscrimination

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

7.4 Proposal Preparation Costs

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

7.5 Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section I.3). After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the Deadline for Proposal Submission.

7.6 Proposal Errors

Proposers are liable for all errors or omissions contained in their information. Proposers will not be allowed to alter proposal documents after the Deadline for Proposal Submission.

7.7 Incorrect Proposal Information

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

7.8 Assignment and Subcontracting

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

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

7.9 Right to Refuse Personnel

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

7.10 Proposal of Additional Services

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

7.11 Conflict of Interest and Proposal Restrictions

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

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

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

7.12 Contract Negotiations

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

7.13 Execution of Contract

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

7.14 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all information or to

cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations.

The City reserves the right, at its sole discretion, to waive variances in technical information provided such action is in the best interest of the City. Where the City waives minor variances in information, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

7.15 Disclosure of Proposal Contents

All materials submitted in response to this RFP will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Contractor submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Contractor must:

- Clearly mark all trade secret materials in its response at the time the response is submitted.
- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFP, the Contractor agrees that this indemnification survives if the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFP, according to the Minnesota Government Data Practices Act.

The City will not consider the prices submitted by the Contractor to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is awarded.

7.16 Severability and Termination

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

In the event of termination of the Agreement, there shall be no further obligation on the part of the City to the Contractor except for payment of sums due and owing for expenses and work incurred by the Contractor prior to the date of termination. The City reserves the right to cancel this Agreement at any time in the event of default or violation

by the Contractor of any provision of the Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of the Agreement.

7.17 Laws

The Contractor will comply with all applicable local, state, and Federal laws, ordinances, and regulations in the performance of the Agreement. The Contractor will comply with and be governed by all laws of the State of Minnesota. Any violation shall constitute a material breach of the executed Agreement.

All books, records, documents, and accounting procedures and practices of the successful Contractor relevant to the Agreement shall, pursuant to Minnesota Statutes, Section 16C.05, subdivision 5, be subject to examination at all times by the City and/or by the Legislative Auditor or State Auditor.

The Contractor agrees to comply with the Minnesota State Human Rights Act, Minnesota Statute Section 363.

The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.

7.18 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to information after the Deadline for Proposal Submission unless such is formally requested, in writing, by the City.

7.19 Consultant Participation

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

7.20 Rights of the City

The City reserves the right to:

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

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

8 RFP Attachments

8.1 *Attachment A – City Professional Services Agreement*

8.2 *Attachment B – Current City Environment*