

1 AGREEMENT

2 **32808**

3 THIS AGREEMENT is made and entered, in duplicate, as of October 1,  
4 2012, for reference purposes only, pursuant to a minute order adopted by the City  
5 Council of the City of Long Beach at its meeting on September 18, 2012, by and between  
6 CARDON SOLUTIONS, LLC, a Florida limited liability company, with a place of business  
7 at 13762 W. State Road 84, #128, Davie, Florida 33325 ("Consultant"), and the CITY OF  
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to  
10 be performed in connection with maintenance of the City's Financial Accounting  
11 Information System ("Project"); and

12 WHEREAS, City has selected Consultant in accordance with City's  
13 administrative procedures and City has determined that Consultant and its employees  
14 are qualified, licensed, if so required, and experienced in performing these specialized  
15 services; and

16 WHEREAS, City desires to have Consultant perform these specialized  
17 services, and Consultant is willing and able to do so on the terms and conditions in this  
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish City with specialized services more  
23 particularly described in Exhibit "A", (Technical Proposal). Exhibit "A" is attached  
24 to this Agreement and incorporated by this reference. Said services shall be  
25 performed in accordance with the standards of the profession. City shall pay for  
26 these services in the manner described below, not to exceed One Hundred Sixty-  
27 Two Thousand Dollars (\$162,000.00) at the rates or charges shown in Exhibit "B",  
28 (Cost Proposal).

1 B. Consultant may select the time and place of performance for  
2 these services provided, however, that access to City documents, records, and the  
3 like, if needed by Consultant, shall be available only during City's normal business  
4 hours and provided that milestones for performance, if any, are met.

5 C. Consultant has requested to receive regular payments. City  
6 shall pay Consultant in due course following receipt from Consultant and approval  
7 by City of invoices showing the services or task performed, the time expended (if  
8 billing is hourly), and the name of the Project. Consultant shall certify on the  
9 invoices that Consultant has performed the services in full conformance with this  
10 Agreement and is entitled to receive payment.

11 D. Consultant represents that Consultant has obtained all  
12 necessary information on conditions and circumstances that may affect its  
13 performance and has conducted site visits, if necessary.

14 E. CAUTION. Consultant shall not begin work until this  
15 Agreement has been signed by both parties and until Consultant's evidence of  
16 insurance has been delivered to and approved by the City.

17 2. TERM. The term of this Agreement shall commence on October 1,  
18 2012, and shall terminate on September 30, 2013, unless terminated earlier, as provided  
19 in this Agreement. City's City Manager shall have two (2) one-year options to renew the  
20 Agreement and add expenditures up to ten percent (10%) above the annual contract  
21 amount, if necessary and if funds are available.

22 3. COORDINATION AND ORGANIZATION.

23 A. Consultant shall coordinate its performance with City's  
24 representative, Elizabeth Haynes. Consultant shall advise and inform City's  
25 representative of the work in progress on the Project in sufficient detail so as to  
26 assist City's representative in making presentations and in holding meetings on  
27 the Project.

28 4. INDEPENDENT CONTRACTOR. In performing its services,

1 Consultant is and shall act as an independent contractor and not an employee,  
2 representative, or agent of City. Consultant shall have control of Consultant's work and  
3 the manner in which it is performed. Consultant shall be free to contract for similar  
4 services to be performed for others during this Agreement provided, however, that  
5 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.  
6 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from  
7 Consultant's compensation, b) City will not secure workers' compensation or pay  
8 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and  
9 Consultant is not entitled to any of the usual and customary rights, benefits or privileges  
10 of City employees. Consultant expressly warrants that neither Consultant nor any of  
11 Consultant's employees or agents shall represent themselves to be employees or agents  
12 of City.

13 5. INSURANCE.

14 A. As a condition precedent to the effectiveness of this  
15 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
16 duration of this Agreement, from insurance companies that are admitted to write  
17 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
18 Company or from authorized non-admitted insurance companies subject to  
19 Section 1763 of the California Insurance Code and that have ratings of or  
20 equivalent to A:VIII by A.M. Best Company the following insurance:

21 (a) Commercial general liability insurance (equivalent in scope to  
22 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
23 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
24 coverage shall include but not be limited to broad form contractual liability,  
25 cross liability, independent contractors liability, and products and  
26 completed operations liability. The City, its boards and commissions, and  
27 their officials, employees and agents shall be named as additional  
28 insureds by endorsement (on City's endorsement form or on an

1 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20  
2 26 11 85), and this insurance shall contain no special limitations on the  
3 scope of protection given to the City, its boards and commissions, and  
4 their officials, employees and agents. This policy shall be endorsed to  
5 state that the insurer waives its right of subrogation against City, its boards  
6 and commissions, and their officials, employees and agents.

7 (b) Commercial automobile liability insurance (equivalent in scope  
8 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
9 amount not less than \$500,000 combined single limit per accident.

10 B. Any self-insurance program, self-insured retention, or  
11 deductible must be separately approved in writing by City's Risk Manager or  
12 designee and shall protect City, its officials, employees and agents in the same  
13 manner and to the same extent as they would have been protected had the policy  
14 or policies not contained retention or deductible provisions.

15 C. Each insurance policy shall be endorsed to state that  
16 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)  
17 days prior written notice to City, shall be primary and not contributing to any other  
18 insurance or self-insurance maintained by City, and shall be endorsed to state that  
19 coverage maintained by City shall be excess to and shall not contribute to  
20 insurance or self-insurance maintained by Consultant. Consultant shall notify the  
21 City in writing within five (5) days after any insurance has been voided by the  
22 insurer or cancelled by the insured.

23 D. If this coverage is written on a "claims made" basis, it must  
24 provide for an extended reporting period of not less than one hundred eighty (180)  
25 days, commencing on the date this Agreement expires or is terminated, unless  
26 Consultant guarantees that Consultant will provide to the City evidence of  
27 uninterrupted, continuing coverage for a period of not less than three (3) years,  
28 commencing on the date this Agreement expires or is terminated.

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E. Consultant shall require that all subconsultants or contractors which Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and contractors, at any time. Consultant shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, the City's Risk Manager or designee may require that Consultant, Consultant's subconsultants and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope, or types of coverages are not adequate.

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Consultant's performance or as full performance of or compliance with the indemnification provisions of this Agreement.

6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. The parties acknowledge Consultant intends to utilize the services of Cardon

1 Solutions, Inc. for certain steps in the software implantation. Aside from that assignment,  
2 neither party may assign or otherwise dispose of its rights or obligations under this  
3 Agreement without the prior written consent of the other party. Any unapproved  
4 assignment or delegation shall be void, and any assignee or delegate shall acquire no  
5 right or interest by reason of an attempted assignment or delegation

6 7. CONFLICT OF INTEREST. Consultant, by executing this  
7 Agreement, certifies that, at the time Consultant executes this Agreement and for its  
8 duration, Consultant does not and will not perform services for any other client which  
9 would create a conflict, whether monetary or otherwise, as between the interests of City  
10 and the interests of that other client. Consultant shall obtain similar certifications from  
11 Consultant's employees, subconsultants and contractors.

12 8. MATERIALS. Consultant shall furnish all labor and supervision,  
13 supplies, materials, tools, machinery, equipment, appliances, transportation, and services  
14 necessary to or used in the performance of Consultant's obligations under this  
15 Agreement.

16 9. OWNERSHIP OF DATA. All materials, information and data  
17 prepared, developed or assembled and exclusively controlled by Consultant, in  
18 connection with this Agreement, including but not limited to documents, estimates,  
19 calculations, studies, maps, graphs, charts, computer disks, computer source  
20 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
21 information, material, and memorandum ("Data") shall be the exclusive property of City.  
22 Copies of Data may be retained by Consultant but Consultant warrants that Data shall  
23 not be made available to any person or entity for use without the prior approval of City.  
24 This warranty shall survive termination of this Agreement for five (5) years.

25 Consultant retains all rights to any information, work, invention, or  
26 development in any form or medium, including all materials, documents, information,  
27 software, or technology, created by Consultant as a result of performing the services  
28 except as otherwise provided in this Agreement. The application is the property of

1 Consultant and Consultant retains all intellectual property rights to SimplerSuite, or any  
2 modifications thereof, or enhancements created as part of customization services  
3 performed on behalf of the City.

4 10. TERMINATION. Either party shall have the right to terminate this  
5 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
6 prior notice to the other party. In the event of termination under this Section, City shall  
7 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
8 date of termination for which Consultant has not been previously paid.

9 11. CONFIDENTIALITY. The obligations of confidentiality and  
10 nondisclosure survive the termination of this Agreement. Either party may disclose to  
11 other party information, data, concepts, ideas, processes, methods, techniques, formulas,  
12 know-how, trade secrets, and improvements which are confidential and proprietary to the  
13 disclosing party (hereinafter referred to as "Confidential Information") so that Consultant  
14 can perform the Services. Confidential Information shall remain the property of the  
15 disclosing party. The receiving party agrees to hold all Confidential Information in  
16 confidence and will exercise the same degree of care to prevent disclosure to others as it  
17 takes to preserve and safeguard his/its own Confidential Information, but not less than a  
18 reasonable degree of care. The receiving party agrees not to disclose otherwise  
19 disseminate the Confidential Information to others. The receiving party will not reproduce  
20 Confidential Information nor use Confidential Information commercially or for any purpose  
21 other than the performance of his or its obligations under this Agreement.

22 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
23 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
24 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
25 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
26 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
27 disclosed pursuant to subpoena or court order.

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13. ADDITIONAL COSTS AND REDESIGN.

A. Any costs incurred by the City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes the City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant for its re-performance.

14. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

15. LAW. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses, and certificates required by all federal, state and local governmental authorities.

16. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

17. INDEMNITY. Consultant shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Consultant, its officers, employees, agents, sub-consultants, or anyone under Consultant's control (collectively "Indemnitor"); recklessness; and willful misconduct. Independent of the duty to



1 indemnify, but only to the extent permitted by law and specifically by Civil Code Section  
2 2782.8, and as a free-standing duty on the part of Consultant, Consultant shall defend  
3 City and shall continue this defense until the Claim is resolved, whether by settlement,  
4 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on  
5 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall  
6 notify the City of any Claim within ten (10) days. Likewise, City shall notify Consultant of  
7 any Claim, shall tender the defense of the Claim to Consultant, and shall assist  
8 Consultant at Consultant's sole expense, as may be reasonably requested, in the  
9 defense.

10 18. AMBIGUITY. In the event of any conflict or ambiguity between this  
11 Agreement and any Exhibit, the provisions of this Agreement shall govern.

12 19. COSTS. If there is any legal proceeding between the parties to  
13 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
14 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

15 20. NONDISCRIMINATION.

16 A. In connection with performance of this Agreement and subject  
17 to applicable rules and regulations, Consultant shall not discriminate against any  
18 employee or applicant for employment because of race, religion, national origin,  
19 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or  
20 disability. Consultant shall ensure that applicants are employed, and that  
21 employees are treated during their employment, without regard to these bases.  
22 These actions shall include, but not be limited to, the following: employment,  
23 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or  
24 termination, rates of pay or other forms of compensation, and selection for training,  
25 including apprenticeship.

26 B. It is the policy of City to encourage the participation of  
27 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
28 procurement process, and Consultant agrees to use its best efforts to carry out

1 this policy in its use of subconsultants and contractors to the fullest extent  
2 consistent with the efficient performance of this Agreement. Consultant may rely  
3 on written representations by subconsultants and contractors regarding their  
4 status. Consultant shall report to City in May and in December or, in the case of  
5 short-term agreements, prior to invoicing for final payment, the names of all  
6 subconsultants and contractors hired by Consultant for this Project and information  
7 on whether or not they are a Disadvantaged, Minority or Women-Owned Business  
8 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
9 637).

10 21. NOTICES. Any notice or approval required by this Agreement shall  
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
12 postage prepaid, addressed to Consultant at the address first stated above, and to the  
13 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager.  
14 Notice of change of address shall be given in the same manner as stated for other  
15 notices. Notice shall be deemed given on the date deposited in the mail or on the date  
16 personal delivery is made, whichever occurs first.

17 22. COPYRIGHTS AND PATENT RIGHTS.

18 A. Consultant warrants that the Data does not violate or infringe  
19 any patent, copyright, trade secret or other proprietary right of any other party.  
20 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
21 and employees harmless from any and all claims, demands, damages, loss,  
22 liability, causes of action, costs or expenses (including reasonable attorneys' fees)  
23 whether or not reduced to judgment, arising from any breach or alleged breach of  
24 this warranty.

25 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
26 that Consultant has not employed or retained any entity or person to solicit or obtain this  
27 Agreement and that Consultant has not paid or agreed to pay any entity or person any  
28 fee, commission, or other monies based on or from the award of this Agreement. If

1 Consultant breaches this warranty, City shall have the right to terminate this Agreement  
2 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct  
3 from payments due under this Agreement or otherwise recover the full amount of the fee,  
4 commission, or other monies.

5 24. WAIVER. The acceptance of any services or the payment of any  
6 money by City shall not operate as a waiver of any provision of this Agreement or of any  
7 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
8 Agreement shall not constitute a waiver of any other or subsequent breach of this  
9 Agreement.

10 25. CONTINUATION. Termination or expiration of this Agreement shall  
11 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
12 17, 19, and 22 prior to termination or expiration of this Agreement.

13 26. TAX REPORTING. As required by federal and state law, City is  
14 obligated to and will report the payment of compensation to Contractor on Form 1099-  
15 Misc. Contractor shall be solely responsible for payment of all federal and state taxes  
16 resulting from payments under this Agreement. Contractor shall submit Contractor's  
17 Employer Identification Number (EIN), or Contractor's Social Security Number if  
18 Contractor does not have an EIN, in writing to City's Accounts Payable, Department of  
19 Financial Management. Contractor acknowledges and agrees that City has no obligation  
20 to pay Contractor until Contractor provides one of these numbers.

21 27. AUDIT. City shall have the right at all reasonable times during the  
22 term of this Agreement and for a period of five (5) years after termination or expiration of  
23 this Agreement to examine, audit, inspect, review, extract information from, and copy all  
24 books, records, accounts, and other documents of Consultant relating to this Agreement.

25 28. CITY'S RESPONSIBILITIES. Without limiting the generalities of any  
26 exclusion set forth in this Agreement, City will be exclusively responsible as between the  
27 parties for and Consultant expressly makes no warranty or representation with respect to:

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- 1 a. determining that Simpler Suite will achieve the results (such as  
2 organizational efficiencies) desired by City;
- 3 b. selecting, procuring, installing, operating and maintaining  
4 computer hardware to run SimplerSuite;
- 5 c. ensuring the accuracy of any input data used with SimplerSuite;
- 6 d. establishing adequate backup provisions for backing up City's  
7 data used in connection with SimplerSuite.

8 29. DISCLAIMER BY CONSULTANT. The express warranties and  
9 representations set forth in this Agreement are in lieu of and Consultant expressly  
10 disclaims all other warranties, conditions, representations (expressed or implied, oral or  
11 written), with respect to the services, any products developed as a result of the services,  
12 or any activities undertaken by anyone as a result of the services, including all implied  
13 warranties or conditions of title, noninfringement, merchantability, or fitness or suitability  
14 for any purpose, whether alleged to arise by law, by reason or custom or usage in the  
15 trade, or by course of dealing. In addition, Consultant expressly disclaims any warranty  
16 or representation to any person other than City with respect to the services, any products  
17 developed as a result of the services, or any activities undertaken by anyone as a result  
18 of the services. The language in this provision is not meant or intended to negate or be  
19 in conflict with provision No. 13 which Consultant agrees to honor.

20 30. FORCE MAJEURE. Either party shall be temporarily excused from  
21 performing under this agreement if any force majeure or other occurrence beyond the  
22 reasonable control of either party makes such performance impossible. Under such  
23 circumstances, performance under this agreement related to the delay shall be  
24 suspended for the duration of the delay. Once the delaying event subsides, the delayed  
25 party shall resume performance of its obligations with due diligence. The parties shall  
26 use their best efforts to overcome the cause and effect of any such suspension.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CARDON SOLUTIONS, LLC., a Florida limited liability company

September 27, 2012

By Donna Wukasch

Donna Wukasch  
Type or Print Name

Manager  
Title

September 28, 2012

By Caryn Jenna

Caryn Jenna  
Type or Print Name

Manager  
Title

"Consultant"

CITY OF LONG BEACH, a municipal corporation

10.9, 2012

By [Signature] Assistant City Manager

City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on Oct. 4,

2012.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

**Technical  
Proposal to**



**In Response to**

**RFP #FM 12-054  
Production Maintenance of FAMIS,  
BPREP, ADPICS, FAACS,  
SYSTEMWIDE, EZ FAMIS Software**

**August 23, 2012  
11:00 a.m. PT**



**Cardon Solutions, LLC  
13762 W State Road 84  
#128  
Davie, FL 33325**



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# 1 Cover Sheet

## City of Long Beach Request For

Proposal No. FM12-054 for

Production Maintenance of FAMIS, BPREP, ADPICS,  
FAACS, SYSTEMWIDE, EZ FAMIS Software

Release Date: August 2, 2012  
Due Date: August 23, 2012

For additional information, please contact:  
**Purchasing Division, 562/570-6200**

This RFP is available in an alternative format by calling 562/570-6200

**See Pages 6-8 for instructions on submitting proposals.**

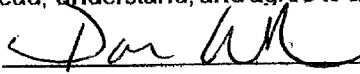
Company Name Cardon Solutions, LLC Contact Person Donna Wukasch

Address 13762 W State Rd 84 #128 City Davie State FL Zip 33325

Telephone (954 ) 693-4991 Fax ( 954 ) 653-1418 Federal Tax ID No. 26-3237594

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 08/20/2012

Signed 

Print Name & Title Donna Wukasch, Manager





## 2 Executive Summary

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Cardon Solutions, LLC (Cardon) is excited to have the opportunity to provide the City of Long Beach (the City) with technical and functional production maintenance support and development services for the City's suite of financial products, which include FAMIS, ADPICS, BPREP, FAACS, and SYSTEMWIDE (collectively referred to as FAMIS), and SimplerSuite Reporting, known as Simpler/Financials or EZ FAMIS. Based on our extensive understanding of FAMIS, EZ FAMIS, and the specific needs of the City we are confident that our skills and experience will substantially meet or exceed the City's requirements. We believe Cardon is uniquely qualified to satisfy the City's support needs. Consider the following:

- **Cardon Understands the City's Business Processes:** Cardon professionals have been involved with the City since 1995, beginning with the implementation of the earlier version of FAMIS (4.2). Since then, Cardon professionals have worked with City on numerous projects, including a FAMIS upgrade to the current production version, and the implementation and support of EZ FAMIS.
- **Cardon Knows Both FAMIS and EZ FAMIS:** Cardon professionals have been involved in the design, development, implementation and support of the FAMIS application since 1989. In addition, we were instrumental in the initial design, development, and implementation of EZ FAMIS, and have been supporting it for the City since 2008. No other vendor has this kind of experience with both FAMIS and EZ FAMIS.
- **Cardon Staff:** Cardon staff are located on the East and West coasts, which allows us to offer the City a wide support window, from approximately 6:00 a.m. PT to 6:30 p.m. PT, with extended hours available during critical projects. The Cardon team has worked together for over 16 years, and provides a unique blend of technical and functional skills.



### **3 Proposed Services / Scope of Project (Section 3 in RFP)**

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#### **3.1 Understanding of Project**

The City of Long Beach is seeking technical and functional production maintenance support and development services for its financial management system. The financial management system is comprised of the suite of FAMIS software (FAMIS, ADPICS, BPREP, FAACS, and Systemwide), and the SimplerSuite product known as EZ FAMIS or Simpler/Financials at the City. FAMIS was originally developed by KPMG in the late 1980's and is currently owned and maintained by Cogsdale (a business unit of N. Harris Computer Corporation). The City has been using the current version of FAMIS since the late 1990's, and is using version 5.1 in production. In 2008, the City implemented EZ FAMIS to support searching, inquiry, and reporting for FAMIS data. The City has since rolled out access in many different subject areas, and anticipates the use of EZ FAMIS to continue to grow to support the ever-changing data and information needs of City users.

For the past several years, the City has contracted with outside vendors, including Cardon, to provide services similar to those requested in this RFP. The City is currently requesting support for a 12-month period commencing on October 1, 2012 and ending September 30, 2013. The City will have the option to execute up to two 12-month renewals beginning October 1, 2013.

#### **3.2 Services**

Cardon proposes to provide all of the services requested in Section 3 – Scope of Project in the RFP. The services shall be provided remotely, with staff available from approximately 6:00 a.m. to 6:30 p.m. Pacific Time. Due to the nature of the requested services, Cardon will also be available during non-business hours as requested by the City to provide support for critical and/or emergency processes.



Cardon will maintain records of all activities performed by each team member, and will include these details in monthly reports.

### **3.2.1 FAMIS Suite of Software**

- Perform functional and technical problem determination for production issues
- Log and track all reported problems / defects
- Correct software defects and/or develop data updates to resolve problems
- Perform unit testing of all changes in the City's development region
- Document the resolution of software defects / problems and provide written testing instructions
- Migrate all changes to the City's QA Test region
- Provide procedures to the City for migration of changes to the City's production region
- Provide functional and technical support to the City as needed on specific projects, such as vendor recasting, index code data recasting, 1099 processing, year-end processing, and development of complex FAMIS interfaces
- Provide functional and technical analysis, design, and programming services to assist the City in the enhancement of its FAMIS software as needed

### **3.2.2 EZ FAMIS Software**

- Perform functional and technical problem determination for production issues
- Log and track all reported problems / defects
- Correct defects
- Perform unit testing in the City's EZ FAMIS test region
- Document the resolution of defects / problems
- Provide procedures to the City for migration of changes to the City's Production region



- Provide functional and technical analysis, design and development services related to the enhancement of production subject areas in EZ FAMIS

### 3.3 Assumptions

Cardon has made the following assumptions for this proposal:

- All work will be performed offsite.
- The City shall provide remote access for all Cardon resources providing the support services. Access shall be provided to all required servers and applications (e.g. FAMIS mainframe and associated software; EZ FAMIS servers and associated software, etc.).
- The City shall provide Cardon access to FAMIS and EZ FAMIS documentation as required to perform the services.



## 4 Company Background and References (Section 8 in RFP)

### 4.1 Primary Contractor Information

#### 4.1.1 Company Ownership

Cardon Solutions, LLC (Cardon) was organized in the State of Florida, on August 25, 2008. Cardon is a woman-owned business enterprise, owned equally by Caryn Jenney and Donna Wukasch, who both serve as Managers of the LLC.

#### 4.1.2 Company Location and Employees

Cardon staff work from two locations: Caryn Jenney works in Clarkdale, AZ and Donna Wukasch works in Davie, FL. From these offices, we service all of our clients. Cardon does not currently, and does not intend to, operate a business in the State of California. We will provide all services requested in this RFP remotely. Although we do not operate a business in California, we are registered with the State of California Secretary of State.

Data is updated weekly and is current as of Friday, August 10, 2012. It is not a complete or certified record of the entity.

Entity Name:	CARDON SOLUTIONS, LLC
Entity Number:	200910610346
Date Filed:	04/09/2009
Status:	ACTIVE
Jurisdiction:	FLORIDA
Entity Address:	13762 W STATE RD 84 #128
Entity City, State, Zip:	DAVIE FL 33325

#### 4.1.3 Primary Contact

Cardon's primary contact for a contract resulting from this RFP is:

Donna Wukasch, Manager  
 13762 W State Road 84  
 #128  
 Davie, FL 33325  
 (954) 693-4991  
 donna@cardonsolutions.com



#### 4.1.4 Company Background and History

Cardon was founded in August 2008 by Caryn Jenney and Donna Wukasch. Prior to forming Cardon, Caryn and Donna worked with FAMIS and EZ FAMIS while employed by other companies – KPMG Consulting (Bearing Point), Tier Technologies, and Affinity Source Inc. Our involvement with FAMIS started in 1989, and has never stopped. For the past 20+ years, we have worked with numerous state and local governments, designing, implementing, and supporting FAMIS. In 2008, along with Simpler Systems, Inc., we brought EZ FAMIS to the City of Long Beach.

Our public sector projects have included a full range of financial management system implementation and support services:

- Project Management
- Business Process Analysis
- Requirements Definition
- Software Development
- Maintenance Support
- Production Support

#### 4.1.5 Resumes

Cardon will utilize Caryn Jenney and Donna Wukasch on this project. We have provided resumes for your review in Appendix A, and a summary of our qualifications in **Table 4-1: Staff Experience and Qualifications**.

- **Caryn Jenney:** Caryn has over 23 years of experience in the public sector with a focus in the design, development, implementation, and maintenance of the FAMIS Suite of Software. She has over four years of experience implementing and supporting Simpler/Financials (EZ FAMIS). Caryn has provided services to the City on many projects over the past 16 years, and has an in-depth knowledge of the City's systems environment and business processes. Caryn



is currently providing FAMIS and EZ FAMIS maintenance services to the City, and will continue to provide similar support on this project.

- **Donna Wukasch:** Donna has over 20 years of public sector experience, including more than 16 years working with the FAMIS Suite of Software. She has approximately four years of experience implementing and supporting Simpler/Financials (EZ FAMIS). Donna has worked with the City on various projects since 1996, and is familiar with the City's financial management system and business processes. She has provided production maintenance support services to the City for the past several years. Donna will serve as Project Manager and will provide functional support on this project.

Experience and Qualifications: FAMIS and EZ FAMIS	Caryn Jenney	Donna Wukasch
Problem Determination	●	●
Software Corrections / Data Updates	●	
Unit Testing	●	●
Code Migration & Procedures	●	
Project Support	●	●
Analysis & Design	●	●
Programming	●	
Project Management		●
Communication & Presentation Skills		●
Business Process Analysis		●
Current Experience with City's Technical Environment	●	
Public Sector Focus	●	●

**Table 4-1: Staff Experience and Qualifications**



## 4.2 Subcontractor Information

Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No X Initials DW

## 4.3 References

As requested in the RFP, Cardon offers three client references for your review. A summary of our references and their contact information is provided in **Table 4-2: Client References** at the end of this section.

### 4.3.1 City of Long Beach

Cardon (both Caryn and Donna) currently provides services to the City to support the operation of both FAMIS and EZ FAMIS. Cardon assists the City with all of the services requested in the RFP in **Section 3 – Scope of Project**. Cardon has provided these services since October of 2008. Prior to that, Caryn Jenney and Donna Wukasch provided the same services to the City while working for Affinity Source Inc, and also provided implementation and maintenance support services while working for KPMG and Tier Technologies from approximately 1996 to 2002. The technical environment at the City during this period was not significantly different from the current technical environment.

### 4.3.2 Pan American Health Organization (PAHO)

Cardon (both Caryn and Donna) currently provides services to the Pan American Health Organization to support the operation of FAMIS. Cardon provides both functional and technical problem determination, and project support. For example, Cardon supports PAHO's specialized annual and biennial closure process. Cardon has provided these services to PAHO since October 2008. Prior to that, Caryn Jenney and Donna Wukasch provided similar services to PAHO while working for Affinity Source Inc. PAHO is currently using FAMIS 5.1 in an MVS / ADABAS environment.





### 4.3.3 County of Sonoma

Cardon (both Caryn and Donna) provides production support services for FAMIS and EZ FAMIS for the County of Sonoma. The services are very similar to the services the City is requesting in this RFP. The County uses an older version of FAMIS (4.2) and EZ FAMIS. We have been providing these services since 2008.

Client Name	Summary of Services	Contact
City of Long Beach	<ul style="list-style-type: none"> <li>• Functional and technical problem determination, project support, and analysis and design services for FAMIS and EZ FAMIS</li> <li>• Provide remote staffing coverage</li> <li>• Provide services during non-business hours to support critical processes</li> <li>• Maintain records of activities performed</li> </ul>	Elizabeth Haynes City of Long Beach Dept. of Financial Management 333 West Ocean Blvd. Long Beach, CA 90802 562.570.7345 <a href="mailto:Elizabeth_Haynes@longbeach.gov">Elizabeth_Haynes@longbeach.gov</a>
Pan American Health Organization	<ul style="list-style-type: none"> <li>• Functional and technical problem determination, project support, and analysis and design services for FAMIS Software</li> <li>• Provide remote staffing coverage</li> <li>• Provide services during non-business hours to support critical processes</li> <li>• Maintain records of activities performed</li> </ul>	Mauricio Sanmartin Pan American Health Organization FRM/FA/S (Financial Systems) 202.974.3339 <a href="mailto:sanmartm@paho.org">sanmartm@paho.org</a>
County of Sonoma	<ul style="list-style-type: none"> <li>• Functional and technical problem determination, project support, and analysis and design services for FAMIS and EZ FAMIS</li> <li>• Provide remote staffing coverage</li> <li>• Provide services during non-business hours to support critical processes</li> <li>• Maintain records of activities performed</li> </ul>	Dennis Rehe County of Sonoma Auditor-Controller's Office Santa Rosa, CA 707.565.3293 <a href="mailto:Dennis.Rehe@sonoma-county.org">Dennis.Rehe@sonoma-county.org</a>

Table 4-2: Client References



#### 4.4 Business License

Cardon does not currently, and does not intend to, operate a business in the City of Long Beach. We will provide all services requested in this RFP remotely, from offices in Arizona and Florida. As such, we do not anticipate the need to submit a business license application for the City of Long Beach.

#### 5 Cost (Section 9 in RFP)

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As requested, detailed pricing is contained in the separately packaged Cost Proposal.



## Appendix A: Resumes

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### Caryn Jenney

#### Summary of Qualifications

Caryn Jenney has over 23 years of experience in the public sector with a focus in systems design, development, implementation, and maintenance support of public sector financial management applications.

#### Project Experience

##### **City of Long Beach**

##### **Production Support and Development: FAMIS and EZ FAMIS**

Provides technical support to the City of Long Beach related to the operation of their financial management system (FAMIS) and EZ FAMIS. Services provided include problem determination, analysis and design, programming, production migration support, unit testing, and special project support.

##### **Pan American Health Organization (PAHO)**

##### **Operational Support**

Provides technical support to PAHO related to the operation of their general ledger system. Support includes day-to-day problem determination and support of special projects such as financial reorganizations, year-end processing, and IPSAS implementation.

##### **Sonoma County, CA**

##### **Operational Support**

Provides technical support related to the operation of FAMIS and simpler/financials (EZ FAMIS). Support includes day-to-day problem determination and resolution.

##### **City/County of San Francisco, CA**

##### **EIS – FAMIS/ADPICS Reporting**

Provide assistance with the analysis, design and development of the FAMIS/ADPICS warehouse/reporting in the City/County's Executive Information System. Duties include requirements development, database design, extract and transformation design and development, and unit testing.

##### **County of Santa Cruz, CA**

##### **EZ FAMIS Implementation**

As a subcontractor to Simpler Systems, implemented SimplerSuite 3.0 (EZ FAMIS) for the County of Santa Cruz. Providing technical development and support services.

##### **California Department of Social Services (DSS)**

##### **County Expense Claiming System Enhancement Project**

Caryn served as QA Project Manager for the California Department of Social Services in the development of enhancements to their County Expense Claiming System. She provided project management support that included defining the functional requirements, developing the user



requirements and detail design documentation, and facilitating meetings between the CA County representatives and the DSS staff.

### **City/County of San Francisco**

#### **Financial Management System Implementation**

Caryn served as technical lead on the recent Online FAMIS systems upgrade project for the City/County's Controllars office. Her responsibilities included management of the technical support personnel involved in the project to complete necessary enhancements to the accounting, purchasing, and fixed asset modules to meet the City/County's processing requirements. Caryn also served as technical lead on the original implementation of the Online FAMIS system and was responsible for developing and implementing enhancements to the Budget Preparation (BPREP) system, performing the necessary data conversion and interface development, and assisting in the production migration.

### **Various Local Governments**

#### **Financial Management System Product Development & Support**

Caryn served as technical team leader in the support center for Tier Technologies' Online FAMIS Series. She was responsible for managing the team of developers in the maintenance of the OLF Series software used by approximately 30 local governments. Activities included defect analysis and case management, technical quality assurance, and direct client support for various production and maintenance activities.

### **City of Long Beach**

#### **Financial Management Systems Implementation**

Caryn served as technical lead on the City's original implementation and upgrade to Online FAMIS. After completion of the upgrade, she worked closely with the City's IT and project management staff to provide on-going support services. These activities included implementing software enhancements, installing software updates, assessing impact of updates on City's current business processes, providing QA support to the City personnel, and performing the production migration and conversion tasks.

### **City of Fort Lauderdale**

#### **Financial Management Systems Implementation/Conversion**

Caryn served as the technical lead on the City's original implementation of Online FAMIS to run on a Unix platform against an Informix database. She then managed the subsequent Informix to VSAM migration and data conversion tasks necessary to implement the system on a VSE/ESA mainframe for the City.

### **City of Jacksonville**

#### **Financial Management Systems Implementation/Conversion**

Caryn served as the technical lead on the City's original implementation of Online FAMIS to run on a Unix platform against a Sybase database. She then managed the subsequent Sybase to VSAM migration and data conversion tasks necessary to implement the system on a VSE/ESA mainframe for the City.





## Organizational Experience

### **Cardon Solutions, LLC**

Caryn is a Member Manager of Cardon, forming the company in 2008. Caryn provides technical consulting services, including analysis & design, programming, and software support.

### **Affinity Source Inc.**

Caryn served as a Vice President for Affinity Source Inc., joining the company at start-up during April 2006, and continuing through September 2008. Caryn provided project management/quality assurance services, user requirements definition services, and detail design services.

### **Tier Technologies, Inc. & KPMG Consulting (now BearingPoint)**

Caryn joined Tier Technologies, Inc. as part of the company's acquisition of BearingPoint's Proprietary Products Group in March 2002. Caryn served as mainframe technical lead in the Financial Management Systems support division. Her responsibilities included directing the daily activities of the technical support team, assisting the functional support team on defect analysis, ensuring technical quality of defect resolution, preparing enhancement detail designs, and working with the on-site client support team to ensure quality product delivery.

Caryn started her consulting career for KPMG in 1989. She was integral in the development of the company's government financial management applications and assisted on many implementations and upgrade projects for federal, state, and local government entities. Caryn developed expertise in the areas of software design and development, systems migration, and data conversion.

## Education

Virginia Polytechnic Institute and State University, Blacksburg, VA  
Bachelor of Science (Management Science), 1989

## Technical Competencies

COBOL  
Microsoft Visual Studio  
VB.NET  
MS SQL Server  
SQL  
XML  
Simpler Script Toolset  
CICS/TS version 2.3  
VSAM  
Z/OS version 1.9  
TSO/ISPF  
JCL Z/OS  
IDCAMS



## **Donna Wukasch**

### **Summary of Qualifications**

Donna has over 20 years of experience in the public sector, including more than 16 in the planning, design, maintenance and implementation of public sector systems. Her areas of expertise include project management, business process analysis, requirements and RFP development, and governmental budgeting, procurement, accounting and reporting.

### **Project Experience**

#### **City of Long Beach**

##### **Production Support and Development: FAMIS and EZ FAMIS**

Provides project management and functional support to the City of Long Beach related to the operation of their financial management system (FAMIS) and EZ FAMIS. Services provided include problem determination, analysis and design, unit testing, and special project support.

#### **Pan American Health Organization (PAHO)**

##### **Operational Support**

Provides functional support to PAHO related to the operation of their general ledger system. Support included day-to-day problem determination and support of special projects such as financial reorganizations, year-end processing, and IPSAS implementation.

#### **Sonoma County, CA**

##### **Operational Support**

Provides functional support related to the operation of FAMIS and simpler/financials (EZ FAMIS). Support includes day-to-day problem determination and resolution.

#### **County of Santa Cruz, CA**

##### **EZ FAMIS Implementation**

As a subcontractor to Simpler Systems, implemented SimplerSuite 3.0 (EZ FAMIS) for the County of Santa Cruz. Providing project management and functional analysis and design.

#### **Sonoma County, CA**

##### **Operational Needs Assessment**

Worked with the County to assess and document various needs related to the operation of the County's general ledger system, Online FAMIS. Donna conducted interviews with the business owners and system administrators to determine and document the current needs of the County, and documented options the County has to maximize the use of its current system to meet these needs. The study included an assessment of their chart of accounts, general ledger interfaces, and general system functionality.

#### **City of Long Beach, CA**

##### **Interface Design**

Worked with the City to analyze and design an interface between a new application that supports building permits, code enforcement and business licenses, and the City's current general ledger system.



**California Department of Consumer Affairs (DCA)  
iLicensing Request for Proposal (RFP) Development**

Provided project management and requirements/RFP development services to DCA during the first phase of a project to implement iLicensing software. Provided project management support to the Project Director, including project planning and monitoring. Worked with the requirements development team to prepare baseline requirements. Responsible for planning and conducting requirements definition sessions with over 30 boards and bureaus. Provided consulting support during development and issuance of RFP.

**State of California Public Employees Retirement System (CalPERS)  
California Employees Retirement Benefit Trust (CERBT) Business Case**

Provided consulting services to CalPERS, as a subcontractor to Informatix, Inc. Participated in the development of business case to support short-term and long-term recommendations for the CERBT program. CERBT is a new CalPERS product offering to employers looking for a pre-funding option for other post-employment benefits. Conducted interviews, conducted industry research and assisted in the development of the business case document.

**City/County of San Francisco, CA  
Acceptance Testing Support**

Served as project manager and functional consultant for the City on its Online FAMIS Upgrade project. Documented system changes, performed unit testing, revised and executed system test plans, and provided the City with general support during the upgrade project.

**California Department of Finance  
Chart of Accounts Analysis**

Served as Chart of Account lead consultant for the California Department of Finance Budget Information System (BIS) Project. Provided guidance, feedback and recommendations during Phase 2 (Chart of Accounts Analysis) including: developed and conducted chart of accounts analysis workshops for Control Agencies, CALSTARS and Non-CALSTARS departments, typically with 25 to 50 participants; contributed to the development of chart of account comparison and summary deliverables, including a proposed transition strategy for future chart of account changes and classification structure requirements; developed proposed revisions to commonly used budget development and financial accounting terms and definitions. Will provide continued consulting support during the Phase 3 - Define Business Solutions Requirements and Phase 4 - Bid Process Support.

**Various Local Governments**

**Financial Management System Product Development & Support**

Managed the support center for Tier Technologies' Online FAMIS Series. Supervised a team of developers and functional analysts responsible for maintaining and developing the OLF Series software used by approximately 30 local governments. Responsible for prioritizing and scheduling all defect resolution and enhancement projects. Provided direct support to clients, including defect analysis, solution design, QA testing, documentation updates, solution packaging, and delivery. Worked with clients to prioritize solution delivery. Responsible for personnel recruitment, retention, and performance management of all staff. Participated in proposal development and solution demonstrations.



**Miami-Dade County, FL**  
**Financial Management System Implementation**

Managed the upgrade of Miami-Dade's FMS including G/L, accounts payable, and reporting, and the replacement of their procurement application. Responsible for all project management activities. Directed the research and analysis of accounting structures and processes to incorporate business process improvements as part of the project. Facilitated chart of account and business process workshops. Managed the development and implementation of customizations to the FMS. Worked closely with Finance and Procurement staff to execute the project plan and meet goals.

**City of Ottawa, Ontario**  
**Financial Management System Implementation**

Managed the upgrade of the City's FMS including G/L, accounts payable, procurement, budget development, and business intelligence reporting. Responsible for all project management activities. Planned and facilitated chart of account and business process workshops. Served as the functional lead for the implementation of the budget development and business intelligence modules. Worked closely with Finance and Budget staff to execute the project plan.

**City of El Paso, TX**  
**Financial Management System Implementation**

Managed the upgrade of the City's FMS including modules such as general ledger, accounts payable, budget development, and reporting. Responsible for all project management activities. Planned and facilitated chart of account and business process workshops. Served as the functional lead for the implementation of the budget development and reporting modules.

**City of Tampa, FL**  
**Financial Management System Implementation**

Assisted with the management of the project to replace the City's FMS including G/L, accounts payable, procurement, fixed assets, inventory, budget development, and reporting. Facilitated chart of account and business process workshops. Developed training curriculum, and provided training. Served as the functional lead for the implementation of the budget development and reporting modules. Responsibilities included data conversion, interface definition, and requirements definition.

**Clerk of the Circuit Court, Hillsborough County, FL**  
**Financial Management System Implementation**

Assisted with the management of the project to replace the City's FMS including modules such as G/L, accounts payable, procurement, fixed assets, budget development, and reporting. Facilitated chart of account and business process workshops. Developed training curriculum, and provided training. Served as the functional lead for the implementation of the budget and reporting modules. Responsibilities included data conversion, interface definition, and requirements definition.

**City/County of San Francisco, CA**  
**Financial Management System Implementation**

Served as the functional lead in the implementation of San Francisco's budget development system (BPREP). Worked closely with Budget staff during all phases of the project, including enhancement development and implementation, system configuration and testing, data conversion, interface development, reporting, user training and production support.





## **Organizational Experience**

### **Cardon Solutions, LLC**

Donna is a Member Manager of Cardon, forming the company in 2008. Donna provides functional consulting services, including project management, business process analysis, requirements definition, software implementation, and software support. Donna is also responsible for the financial management of the company, and marketing.

### **Affinity Source Inc.**

Donna served as Vice President /Treasurer and principal consultant for Affinity Source Inc., joining at start-up during March 2006 and continuing through September 2008. Donna provided consulting services to a variety of public sector clients, was responsible for the financial management of the company, and participated in guiding the strategic direction of the company and business development.

### **Tier Technologies, Inc.**

Donna joined Tier Technologies, Inc. as part of the company's acquisition of BearingPoint's Proprietary Products Group in March 2002. While at Tier, Donna served as a Project Manager for financial management system implementations (through May 2002), and as manager of the support center for Tier's Online FAMIS Series (May 2002 through March 2006).

### **KPMG Consulting (now BearingPoint)**

Donna started as a Senior Consultant with KPMG Consulting's Public Services group in September of 1995, and was a Senior Manager in March 2002 when the group was acquired by Tier Technologies. Her focus while at KPMG Consulting was the implementation of financial management systems for local governments. Donna provided both project management and functional consulting services while at KPMG Consulting. Her areas of expertise included budget development and reporting systems.

### **Miami-Dade County**

Donna began her public sector career in 1991 with Miami-Dade County, where she first worked for the Audit and Management Services Department. Her projects included organizational reviews, fee studies, and professional services procurement. Donna also was a Senior Budget Analyst in the Office of Management and Budget, where she was responsible for the development and monitoring of various departmental budgets.

## **Education**

**Purdue University (Krannert Graduate School of Management), West Lafayette, IN**  
Master of Science (Industrial Administration), 1989

**Purdue University, West Lafayette, IN**  
Bachelor of Science (Chemistry), 1988



## Attachment A: Certification of Compliance with Terms and Conditions of RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES  \_\_\_\_\_

NO  \_\_\_\_\_

SIGNATURE \_\_\_\_\_

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

### EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
8.4	10	Cardon Solutions, LLC does not operate a business in the City of Long Beach, and as such does not anticipate the need to submit a business license application with the City of Long Beach.
Attachment G – Section 5	3 (of Attachment B)	Cardon Solutions, LLC maintains CGL insurance coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 general aggregate. There are, however, some differences from the coverage described in Section 5 of the Pro Forma Agreement.
Attachment G – Section 9	7 (of Attachment B)	The scope of this project includes support of software licensed by other vendors, and as such, Cardon Solutions, LLC may not always be able to grant ownership and unrestricted use and disclosure of Data to the City.
Attachment G – Section 22	11 (of Attachment B)	The scope of this project includes support of software licensed by other vendors, and as such, Cardon Solutions, LLC may not always be able to assign ownership of Data to the City. To the best of our knowledge, performing the scope of services requested by the City in this RFP does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party.
N/A	N/A	Cardon Solutions, LLC requests the addition of a 'Force Majeure' clause, such as: "Either party shall be temporarily excused from performing under this agreement if any force majeure or other occurrence beyond the reasonable control of either party makes such performance impossible. Under such circumstances, performance under this agreement related to the delay shall be suspended for the duration of the delay. Once the delaying event subsides, the delayed party shall resume performance of its obligations with due diligence. The parties shall use their best efforts to overcome the cause and effect of any such suspension."





## Attachment B: Statement of Non-collusion

### Attachment B

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

8/17/12

\_\_\_\_\_  
Authorized signature and date

Donna Wukasch, Manager  
Print Name & Title





## Attachment C: W-9

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See Next Page

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Cardon Solutions, LLC</b>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <b>C</b> <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>13762 W State Rd 84 #128</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Dave FL 33325</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number <b>26-3237594</b>

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Dave</b>	Date ▶ <b>8/17/12</b>
------------------	--	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



## Attachment D: Debarment Certification Form

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See Next Page

## Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
  - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
  - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Don W. A.

Signature of Authorized Representative

Manager

Title of Authorized Representative

Cardon Solutions, LLC

Business/Contractor/ Agency

8/17/10

Date



## **Attachment E: Small Business Enterprise Program**

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See Next Page





## COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN FOR PROFESSIONAL SERVICES CONTRACTS

### SECTION 1

Project Name:	Production Maintenance of Software	Date:	8/17/12
Prime Consultant:	Carbon Solutions, LLC	Prime Contract \$ Amount:	\$162,000
Estimated \$ Value of Prime's Participation:	\$162,000	Estimated % of Prime's Participation:	100%
Estimated \$ Value of SBE Participation:	—	Estimated SBE % of Prime Contract \$ Amount:	0%
Estimated \$ Value of VSBE Participation:	—	Estimated VSBE % of Prime Contract \$ Amount:	0%
Estimated \$ Value of LSBE Participation:	—	Estimated LSBE % of Prime Contract \$ Amount:	0%

### SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or LSBE	Indicate if 1 <sup>st</sup> Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	LSBE	1st tier sub	XYZ Prime Consultant	Land surveying	\$100,000	20%
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	VSBE	Supplier	ABC Land Surveyors	Surveying supplies	\$5,000	1%
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	SBE	Supplier	XYZ Prime Consultant	Blueprint Supplies	\$10,000	2%

Donna Wukarsch  
 Completed by: Prime Consultant Contact (please print or type)  
Donna Wukarsch  
 Signature

954-693-4991  
 Phone #  
8/17/12      donna@carbonsolutions.com  
 Date                      Email



RFP #FM 12-054: Technical Proposal  
Production Maintenance of  
FAMIS, BPREP, ADPICS, FAACS,  
SYSTEMWIDE, EZ FAMIS Software

## **Attachment F: Equal Benefits Ordinance Disclosure**

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See Next Page

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor that may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Donna Wukasch Title: Manager  
Signature: *Donna Wukasch* Date: 8/17/12  
Business Entity Name: Cardon Solutions, LLC

**Cost  
Proposal to**



**In Response to**

**RFP #FM 12-054  
Production Maintenance of FAMIS,  
BPREP, ADPICS, FAACS,  
SYSTEMWIDE, EZ FAMIS Software**

**August 23, 2012  
11:00 a.m. PT**



**Cardon Solutions, LLC  
13762 W State Road 84  
#128  
Davie, FL 33325**



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# 1 Overview

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## 1.1 Fees for Services

Cardon Solutions, LLC (Cardon) proposes to provide up to 1,200 hours of support services (described in detail in the Technical Proposal) for the 12-month period commencing on October 1, 2012 and ending on September 30, 2013. We understand that the City expects to utilize approximately 100 hours each month, but that actual hours worked each month will vary. Regardless of the hours worked each month, Cardon will invoice the City at the beginning of each month for a fixed fee of \$13,500. In the event the City requires services in excess of 1,200 hours for the 12-month contract period, additional hours will be invoiced at the rate of \$135/hour.

For the first optional one-year renewal, Cardon proposes to provide up to 1,200 hours of support services for the 12-month period commencing on October 1, 2013 and ending on September 30, 2014. We understand that the City expects to utilize approximately 100 hours each month, but that actual hours worked each month will vary. Regardless of the hours worked each month, Cardon will invoice the City at the beginning of each month for a fixed fee of \$13,900. In the event the City requires services in excess of 1,200 hours for the first 12-month renewal period, additional hours will be invoiced at the rate of \$139/hour.

For the second optional one-year renewal, Cardon proposes to provide up to 1,200 hours of support services for the 12-month period commencing on October 1, 2014 and ending on September 30, 2015. We understand that the City expects to utilize approximately 100 hours each month, but that actual hours worked each month will vary. Regardless of the hours worked each month, Cardon will invoice the City at the beginning of each month for a fixed fee of \$14,300. In the event the City requires services in excess of 1,200 hours for the first 12-month renewal period, additional hours will be invoiced at the rate of \$143/hour.

Fees in both of the optional renewal years reflect an approximate 3% increase.

## 1.2 Out-of-Pocket Expenses

Cardon proposes to perform all of the services remotely, and therefore will incur no out-of-pocket expenses related directly to this project. Our proposed pricing, therefore, includes fees for services only. In the event the City requires that any of the work be performed onsite, the City shall reimburse Cardon for reasonable travel-related expenses. Such travel and reimbursement shall be in accordance with the City's travel regulations and policies.



## 2 Cost Summary

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The following table summarizes the proposed costs for this project.

Period	Total Amount	Monthly Amount	Additional Hourly Rate
10/1/2012 – 9/30/2013	\$162,000	\$13,500	\$135
10/1/2013 – 9/30/2014	\$166,800	\$13,900	\$139
10/1/2014 – 9/30/2015	\$171,600	\$14,300	\$143