

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **36399**

3 THIS AGREEMENT is made and entered, in duplicate, as of November 2,
4 2022, for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on October 18, 2022, by and between JOHN
6 GROSS dba FINANCIAL MANAGEMENT AND SYSTEMS CONSULTING, a sole
7 proprietor ("Contractor"), with a place of business at 5652 E. Grandview Road, Scottsdale,
8 Arizona 85254, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with Enterprise Resource Planning embedded quality assurance
11 and other sponsor support services ("Project"); and

12 WHEREAS, City has selected Contractor in accordance with City's
13 administrative procedures using a Request for Proposals FM-22-157 ("RFP"), attached
14 hereto as Exhibit "A-1", and incorporated by this reference, and City has determined that
15 Contractor and its employees are qualified, licensed, if so required, and experienced in
16 performing these specialized services; and

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

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

22 1. SCOPE OF WORK OR SERVICES.

23 A. Contractor shall furnish specialized services more particularly
24 described in Exhibit "A-2", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession, and City shall pay for
26 these services in the manner described below, not to exceed One Hundred Sixty-
27 Five Thousand Six Hundred Dollars (\$165,600), at the rates or charges shown in
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1 Exhibit "B".

2 B. City shall pay Contractor in due course of payments following
3 receipt from Contractor and approval by City of invoices showing the services or
4 task performed, the time expended (if billing is hourly), and the name of the Project.
5 Contractor shall certify on the invoices that Contractor has performed the services
6 in full conformance with this Agreement and is entitled to receive payment. Each
7 invoice shall be accompanied by a progress report indicating the progress to date
8 of services performed and covered by the invoice, including a brief statement of any
9 Project problems and potential causes of delay in performance, and listing those
10 services that are projected for performance by Contractor during the next invoice
11 cycle. Where billing is done and payment is made on an hourly basis, the parties
12 acknowledge that this arrangement is either customary practice for Contractor's
13 profession, industry or business, or is necessary to satisfy audit and legal
14 requirements which may arise due to the fact that City is a municipality.

15 C. Contractor represents that Contractor has obtained all
16 necessary information on conditions and circumstances that may affect its
17 performance and has conducted site visits, if necessary.

18 D. By executing this Agreement, Contractor warrants that
19 Contractor (a) has thoroughly investigated and considered the scope of services to
20 be performed, (b) has carefully considered how the services should be performed,
21 and (c) fully understands the facilities, difficulties and restrictions attending
22 performance of the services under this Agreement. If the services involve work upon
23 any site, Contractor warrants that Contractor has or will investigate the site and is
24 or will be fully acquainted with the conditions there existing, prior to commencement
25 of services set forth in this Agreement. Should Contractor discover any latent or
26 unknown conditions that will materially affect the performance of the services set
27 forth in this Agreement, Contractor must immediately inform the City of that fact and
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may not proceed except at Contractor's risk until written instructions are received from the City.

E. Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.

F. CAUTION: Contractor shall not begin work until this Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.

2. TERM. The term of this Agreement shall commence at midnight on October 1, 2022, and shall terminate at 11:59 p.m. on March 31, 2023, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. City shall have the option to renew for one (1) additional six-month period, at the discretion of the City Manager.

3. COORDINATION AND ORGANIZATION.

A. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key

1 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
2 reference. City shall have the right to approve any person proposed by Contractor
3 to replace that key employee.

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

16 5. INSURANCE.

17 A. As a condition precedent to the effectiveness of this
18 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
19 duration of this Agreement, from insurance companies that are admitted to write
20 insurance in California and have ratings of or equivalent to A:V by A.M. Best
21 Company or from authorized non-admitted insurance companies subject to Section
22 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
23 by A.M. Best Company, the following insurance:

24 (a) Commercial general liability insurance (equivalent in scope to
25 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
26 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
27 coverage shall include but not be limited to broad form contractual liability,
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1 cross liability, independent contractors liability, and products and completed
2 operations liability. City, its boards and commissions, and their officials,
3 employees and agents shall be named as additional insureds by
4 endorsement (on City's endorsement form or on an endorsement equivalent
5 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
6 shall contain no special limitations on the scope of protection given to City,
7 its boards and commissions, and their officials, employees and agents. This
8 policy shall be endorsed to state that the insurer waives its right of
9 subrogation against City, its boards and commissions, and their officials,
10 employees and agents.

11 (b) Workers' Compensation insurance as required by the California
12 Labor Code and employer's liability insurance in an amount not less than
13 \$1,000,000. This policy shall be endorsed to state that the insurer waives
14 its right of subrogation against City, its boards and commissions, and their
15 officials, employees and agents.

16 (c) Professional liability or errors and omissions insurance in an
17 amount not less than \$1,000,000 per claim.

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

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

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

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

E. Contractor shall require that all sub-contractors or contractors that Contractor 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, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor 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 Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor 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

1 frequently than once a year, City's Risk Manager or designee may require that
2 Contractor, Contractor's sub-Contractors and contractors change the amount,
3 scope or types of coverages required in this Section if, in his or her sole opinion, the
4 amount, scope or types of coverages are not adequate.

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

8 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
9 contemplates the personal services of Contractor and Contractor's employees, and the
10 parties acknowledge that a substantial inducement to City for entering this Agreement was
11 and is the professional reputation and competence of Contractor and Contractor's
12 employees. Contractor shall not assign its rights or delegate its duties under this
13 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
14 of City, except that Contractor may with the prior approval of the City Manager of City,
15 assign any moneys due or to become due Contractor under this Agreement. Any
16 attempted assignment or delegation shall be void, and any assignee or delegate shall
17 acquire no right or interest by reason of an attempted assignment or delegation.
18 Furthermore, Contractor shall not subcontract any portion of its performance without the
19 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
20 or contractor without approval prior to the substitution. Nothing stated in this Section shall
21 prevent Contractor from employing as many employees as Contractor deems necessary
22 for performance of this Agreement.

23 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
24 certifies that, at the time Contractor executes this Agreement and for its duration,
25 Contractor does not and will not perform services for any other client which would create a
26 conflict, whether monetary or otherwise, as between the interests of City and the interests
27 of that other client. And, Contractor shall obtain similar certifications from Contractor's
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1 employees, sub-Contractors and contractors.

2 8. MATERIALS. Contractor shall furnish all labor and supervision,
3 supplies, materials, tools, machinery, equipment, appliances, transportation and services
4 necessary to or used in the performance of Contractor's obligations under this Agreement,
5 except as stated in Exhibit "D".

6 9. OWNERSHIP OF DATA. All materials, information and data
7 prepared, developed or assembled by Contractor or furnished to Contractor in connection
8 with this Agreement, including but not limited to documents, estimates, calculations,
9 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
10 models, reports, summaries, drawings, designs, notes, plans, information, material and
11 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
12 in a format identified by City, and City shall have the unrestricted right to use and disclose
13 the Data in any manner and for any purpose without payment of further compensation to
14 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that
15 Data shall not be made available to any person or entity for use without the prior approval
16 of City. This warranty shall survive termination of this Agreement for five (5) years.

17 10. TERMINATION. Either party shall have the right to terminate this
18 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
19 prior notice to the other party. In the event of termination under this Section, City shall pay
20 Contractor for services satisfactorily performed and costs incurred up to the effective date
21 of termination for which Contractor has not been previously paid. The procedures for
22 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
23 termination, Contractor shall deliver to City all Data developed or accumulated in the
24 performance of this Agreement, whether in draft or final form, or in process. And,
25 Contractor acknowledges and agrees that City's obligation to make final payment is
26 conditioned on Contractor's delivery of the Data to City.

27 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
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1 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
2 performing its services, during the term of this Agreement and for five (5) years following
3 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
4 all information, whether written, oral or visual, obtained by any means whatsoever in the
5 course of performing its services for the same period of time. Contractor shall not disclose
6 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
7 of others except for the purpose of this Agreement.

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

14 13. ADDITIONAL SERVICES. The City has the right at any time during
15 the performance of the services, without invalidating this Agreement, to order extra work
16 beyond that specified in the RFP or make changes by altering, adding to or deducting from
17 the work. No extra work may be undertaken unless a written order is first given by the City,
18 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
19 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
20 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
21 City Representative. Any greater increases, taken either separately or cumulatively, must
22 be approved by the City Council. It is expressly understood by Contractor that the
23 provisions of this paragraph do not apply to services specifically set forth in the RFP or
24 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
25 the services to be provided pursuant to the RFP may be more costly or time consuming
26 than Contractor anticipates and that Contractor will not be entitled to additional
27 compensation for the services set forth in the RFP.

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1 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
2 from any amount payable to Contractor (whether or not arising out of this Agreement) any
3 amounts the payment of which may be in dispute or that are necessary to compensate the
4 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
5 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
6 performing or failing to perform Contractor's obligations under this Agreement. In the event
7 that any claim is made by a third party, the amount or validity of which is disputed by
8 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
9 City may withhold from any payment due, without liability for interest because of the
10 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
11 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
12 indemnify and protect the City as elsewhere provided in this Agreement.

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

16 16. LAW. This Agreement shall be construed in accordance with the laws
17 of the State of California, and the venue for any legal actions brought by any party with
18 respect to this Agreement shall be the County of Los Angeles, State of California for state
19 actions and the Central District of California for any federal actions. Contractor shall cause
20 all work performed in connection with construction of the Project to be performed in
21 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
22 county or municipal governments or agencies (including, without limitation, all applicable
23 federal and state labor standards, including the prevailing wage provisions of sections 1770
24 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
25 marshal, health officer, building inspector, or other officer of every governmental agency
26 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
27 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
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1 conflict with any applicable laws, but the remainder of the Agreement will remain in full
2 force and effect.

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

6 18. INDEMNITY.

7 A. Contractor shall indemnify, protect and hold harmless City, its
8 Boards, Commissions, and their officials, employees and agents ("Indemnified
9 Parties"), from and against any and all liability, claims, demands, damage, loss,
10 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
11 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
12 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
13 in part, out of or in connection with (1) Contractor's breach or failure to comply with
14 any of its obligations contained in this Agreement, including all applicable federal
15 and state labor requirements including, without limitation, the requirements of
16 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
17 omissions or misrepresentations committed by Contractor, its officers, employees,
18 agents, subcontractors, or anyone under Contractor's control, in the performance of
19 work or services under this Agreement (collectively "Claims" or individually "Claim").

20 B. In addition to Contractor's duty to indemnify, Contractor shall
21 have a separate and wholly independent duty to defend Indemnified Parties at
22 Contractor's expense by legal counsel approved by City, from and against all
23 Claims, and shall continue this defense until the Claims are resolved, whether by
24 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
25 breach, or the like on the part of Contractor shall be required for the duty to defend
26 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
27 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
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1 in the defense.

2 C. If a court of competent jurisdiction determines that a Claim was
3 caused by the sole negligence or willful misconduct of Indemnified Parties,
4 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
5 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
6 percentage of willful misconduct attributed by the court to the Indemnified Parties.

7 D. The provisions of this Section shall survive the expiration or
8 termination of this Agreement.

9 19. FORCE MAJEURE. If any party fails to perform its obligations
10 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
11 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
12 governmental regulations, governmental controls, judicial orders, enemy or hostile
13 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
14 beyond the reasonable control of the party obligated to perform, then that party's
15 performance will be excused for a period equal to the period of such cause for failure to
16 perform.

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

19 21. NONDISCRIMINATION.

20 A. In connection with performance of this Agreement and subject
21 to applicable rules and regulations, Contractor shall not discriminate against any
22 employee or applicant for employment because of race, religion, color, national
23 origin, ancestry, physical or mental disability, medical condition, AIDS, HIV status,
24 marital status, age, gender, sexual orientation, or any other basis that is inconsistent
25 with federal or state statutes, the City Charter, local ordinances, resolutions, rules,
26 or regulations. Contractor shall ensure that applicants are employed, and that
27 employees are treated during their employment, without regard to these bases.
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1 These actions shall include, but not be limited to, the following: employment,
2 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
3 termination; rates of pay or other forms of compensation; and selection for training,
4 including apprenticeship.

5 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
6 accordance with the provisions of the Ordinance, this Agreement is subject to the
7 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
8 Long Beach Municipal Code, as amended from time to time.

9 A. During the performance of this Agreement, the Contractor
10 certifies and represents that the Contractor will comply with the EBO. The
11 Contractor agrees to post the following statement in conspicuous places at its place
12 of business available to employees and applicants for employment:

13 "During the performance of a contract with the City of Long Beach, the
14 Contractor will provide equal benefits to employees with spouses and its
15 employees with domestic partners. Additional information about the City of
16 Long Beach's Equal Benefits Ordinance may be obtained from the City of
17 Long Beach Business Services Division at 562-570-6200."

18 B. The failure of the Contractor to comply with the EBO will be
19 deemed to be a material breach of the Agreement by the City.

20 C. If the Contractor fails to comply with the EBO, the City may
21 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
22 to become due under the Agreement may be retained by the City. The City may
23 also pursue any and all other remedies at law or in equity for any breach.

24 D. Failure to comply with the EBO may be used as evidence
25 against the Contractor in actions taken pursuant to the provisions of Long Beach
26 Municipal Code 2.93 et seq., Contractor Responsibility.

27 E. If the City determines that the Contractor has set up or used its
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1 contracting entity for the purpose of evading the intent of the EBO, the City may
2 terminate the Agreement on behalf of the City. Violation of this provision may be
3 used as evidence against the Contractor in actions taken pursuant to the provisions
4 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

5 23. NOTICES. Any notice or approval required by this Agreement shall
6 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
7 postage prepaid, addressed to Contractor at the address first stated above, and to City at
8 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
9 to the City Clerk at the same address. Notice of change of address shall be given in the
10 same manner as stated for other notices. Notice shall be deemed given on the date
11 deposited in the mail or on the date personal delivery is made, whichever occurs first.

12 24. COPYRIGHTS AND PATENT RIGHTS.

13 A. Contractor shall place the following copyright protection on all
14 Data: © City of Long Beach, California ____, inserting the appropriate year.

15 B. City reserves the exclusive right to seek and obtain a patent or
16 copyright registration on any Data or other result arising from Contractor's
17 performance of this Agreement. By executing this Agreement, Contractor assigns
18 any ownership interest Contractor may have in the Data to the City.

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

26 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
27 that Contractor has not employed or retained any entity or person to solicit or obtain this
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1 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
2 commission or other monies based on or from the award of this Agreement. If Contractor
3 breaches this warranty, City shall have the right to terminate this Agreement immediately
4 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
5 due under this Agreement or otherwise recover the full amount of the fee, commission or
6 other monies.

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

12 27. CONTINUATION. Termination or expiration of this Agreement shall
13 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled
14 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and
15 "Audit" prior to termination or expiration of this Agreement.

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

24 29. ADVERTISING. Contractor shall not use the name of City, its officials
25 or employees in any advertising or solicitation for business or as a reference, without the
26 prior approval of the City Manager or designee.

27 30. AUDIT. City shall have the right at all reasonable times during the
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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from and copy all
3 books, records, accounts and other documents of Contractor relating to this Agreement.

4 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
5 designed to or entered for the purpose of creating any benefit or right for any person or
6 entity of any kind that is not a party to this Agreement.

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

JOHN GROSS dba FINANCIAL
MANAGEMENT AND SYSTEMS
CONSULTING

9
10 11/23/22, 2022

By [Signature]
Name John Gross
Title President

14 _____, 2022

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

18
19 11/30/22, 2022

By [Signature]
City Manager

"City"

21 This Agreement is approved as to form on November 23, 2022.

23 CHARLES PARKIN, City Attorney

24 By [Signature]
25 Deputy

Acknowledgement Certificate

Type of Document: Consulting Agreement with City of Long Beach

Document Date: 11-23-22

Number of Pages: 6

Names of any additional signers not named in the Notary Certificate:

State of Arizona)

County of Maricopa)

On this 23rd day of November, 2022, before me personally
[Day] [Month] [Year]

Appeared John Edwin Gross, whose identity was proven
[Name of Signer]

To me on the basis of satisfactory evidence to be the person who he or she claims to
Be, and acknowledged that he or she signed the above/attached document.

(Seal)

Tyler Arles
Notary Public [Notary Public Signature]

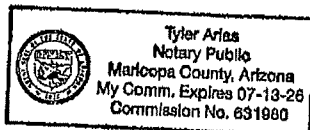


EXHIBIT “A-1”

Request for Proposal

City of Long Beach

Request for Proposals Number FM-22-157
ERP Embedded QA and other Sponsor Support



Overview

Summary

The City of Long Beach (City) is requesting proposals for a Consultant to provide embedded Quality Assurance (QA) and other Sponsor support for the transition of the City's Enterprise Resource Planning (ERP) project.

Key Dates

Release Date: 9/2/2022

Questions Due to the City: 11:00 AM 9/8/2022

Proposals Due: 11:00 AM 9/16/2022

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Consultants.

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via LongBeachBuys.com.

Official Contact

Tommy Ryan

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All communication with the City related to this RFP must be directed to the contact listed above.

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1 The Opportunity

1.1 Project Summary

The City is requesting proposals for a Consultant to provide embedded QA and other Project Sponsor support services for the transition of the City's ERP Project. The Consultant will be responsible for working with the City to provide analysis and recommendations. Through this assistance, the Consultant will help ensure the Project is meeting the City's technical, operational, and business needs, that it is progressing on time and within budget, and that priorities, issues, and risks are identified, escalated, and resolved.

1.2 Background

City Overview

The City is a full-service Charter City governed by nine (9) City Council members who are elected by district. The Mayor is elected at-large and is the non-voting Chair of the City Council. Elected officials also include the City Attorney, City Auditor, and City Prosecutor. Elected officials are subject to a three-term limit, which allows them to serve for a maximum of twelve (12) years. The City Council appoints a City Manager to oversee the administration of all City departments, excluding those under the direction of a separately elected official, Board, or Commission. There are twenty-three (23) City Departments of which the City Manager oversees fifteen (15), including Human Resources, Financial Management, and Technology & Innovation. Civil Service is under the direction of the Civil Service Commission, whose members are appointed by the City Council. In addition to its traditional services, Long Beach maintains one of the world's busiest seaports, which serves as a leading gateway for international trade. The City also has its own full-service commercial airport and gas, water, sewer, and oil utilities. It is one of only three (3) cities in California with its own Health Department. Long Beach is supported by a total FY 2023 budget of \$3.2 billion, with the General Fund budget totaling \$670 million. More than 6,000 full and part-time employees support municipal operations with the majority represented by twelve (12) recognized employee associations, which cover twenty-three (23) different bargaining units.

Project Overview

LB COAST, the City's ERP project, is the City's largest technology project and a top City Council priority. It involves the replacement of decades-old legacy systems which, while highly customized to match the City's business needs, are obsolete. Continued use of the old legacy systems creates a risk of system failure and inability to meet future needs.

Phase I of LB COAST, which covered core financials functionality, went live in April 2019 with Tyler Technologies (Tyler) Munis financials. Phase I of LB COAST has been successful. Approximately 1,200 City employees are actively using the financial system to conduct

a wide range of everyday operational activities such as processing purchase orders, payments, and journal entries and managing assets, projects, and grants.

Phase II of LB COAST (Project) will implement payroll, time entry, human resources, and budget development and management systems, and will be used by all employees at some level. The City had originally contracted with a single vendor (Tyler) to implement an integrated ERP solution encompassing both phases. As Phase II with Tyler progressed with the configuration and implementation efforts, it became apparent that the intended software did not adequately address the City's scale, complexity, and highly decentralized operations.

The following items illustrate some aspects of the City's scale and complexity:

- The City consists of twenty-three (23) departments with hundreds of bureaus/divisions/work locations. In many regards, each department operates in a decentralized manner (including department-level initiation and approvals), yet must also follow centralized direction and oversight (including routing transactions through centralized review).
- The City's enterprise operations include a port, airport, and utilities, and operations overseen directly by elected officials. These elements of the City organization have higher but differing levels of autonomy.
- The City is a party to twenty-three (23) labor agreements with numerous and various base pays, skill pays, overtime, benefits, schedules, eligibilities by bargaining unit and classification, etc. Long Beach is the largest city in the California Public Employees Retirement System (CalPERS), which considers Long Beach also the most complex government in their system.
- Twelve (12) of the twenty-three (23) departments within the City have mixed employee work schedules and varying shifts, including 24/7 shift patterns. A significant segment of staff is now telecommuting at least a few days a week. Some staff have a 9/80 work week schedule which can vary in terms of start/end and day off. The variation in all of these scheduling scenarios must have accurate tracking and reporting.
- Of the more than 6,000 employees, many are managers or supervisors that need to approve transactions and be included in workflows.
- Many field employees and supervisors do not regularly interface with computers in office settings with ERP systems access.
- There are approximately 306 management and 544 non-management unique budgeted job classifications. Budgeted positions are at times alternatively filled

with other classifications, yet they must be projected at their budgeted classifications for budget development purposes.

- Unbudgeted positions are authorized and utilized, and need to be tracked and managed.
- The City operations include thirty-seven (37) financial funds, including annual and multi-year funds. ERP software must be able to allocate new budgets (personnel and non-personnel) to existing multi-year funds.
- As part of Phase I Munis financials, the City maintains a project ledger with complex project and grant structures that is a different accounting structure from the general ledger. Both are core financial modules of the Munis financial system that constituted Phase I of the LB COAST project.
- The City has complex job costing needs. Time, including charged and/or banked overtime, must be recorded to the general and project ledgers based on the activity for which the work was performed (even if FLSA overtime calculation was not triggered at that point in time the "extra" work for that activity was performed).

Current Project Team Structure

The Project is overseen by an Executive Steering Committee (ESC) comprised of four (4) Project Sponsors (the Assistant City Manager and department heads from Technology and Innovation, Financial Management, and Human Resources), as well as the General Manager of the Water Department, the Executive Director of the Civil Service Commission, and Managing Director of the Finance and Administration Bureau for the Port of Long Beach. Normal Project oversight (subject to ESC direction) is undertaken by the Chair (Director of Financial Management/CFO), and the day-to-day oversight/management is provided by the Deputy Chair (Deputy Director of Financial Management).

The Project has four functional "streams," each currently led by a subject matter expert (most without project management experience): (1) human resources; (2) payroll; (3) time-entry; and (4) budget. There also is a change management/organizational readiness group, and a technical group focused to date on ensuring that the Phase I software continues to run appropriately at the City. All of the parties below the ESC taken together constitute the City's Project Team (Project Team).

The City currently encourages staff to work at home when it does not adversely impact the delivery of services, but remote work is at the discretion of the immediate supervisor, and remote work is not allowed to impact work adversely. Currently, most of the meetings for LB COAST are virtual and have been since the start of the Pandemic. The

City anticipates that many of the meetings for the Project will be virtual. The City adopted a telework policy in September 2021 that allows telework to continue long-term as appropriate. The Consultant(s) may need to consider employees' teleworking and in-office work schedules when providing services in response to this RFP. The City's telework policy is attached for reference (See Attachment 1).

Need for Services

The Project is currently in a transitional period as the City completes selection and onboarding of:

- ERP System Selection, Project Management, and QA contractual services
- New software and system integration vendors
- City and contractual project and backfill staffing following finalization of a new Project Resource Plan

The transitional period will conclude after the City has initiated the new phase II implementation project. The four (4) Sponsors are guiding the Project through this transitional period. Each Sponsor is either an Assistant City Manager or a department head. Given the operational demands on these executives, they need hour-to-hour and day-to-day support to execute their roles in the Project. The awarded Consultant shall provide that support by fully embedding in the Project throughout the transition and working hand-in-hand with the relevant City executives.

1.3 Goals

The awarded Consultant shall provide regular analysis and recommendations to ensure that the Project:

1. Optimally meets the City's technical, operational, and business needs
2. Is progressing on time and within budget
3. Priorities, issues, and risks are identified, escalated, and resolved

1.4 Award Terms

This contract will be for a period of one year with the option to renew for one additional six-month period. The total contract term will not exceed 18 months.

2 Scope of Work

2.1 Description of Services

The City anticipates that the awarded Consultant will be actively engaged and consistently providing services throughout each week of the contract term. The awarded Consultant shall assess the status of the Project in various areas, develop and make recommendations, and provide support as needed to help the Project be successful. This includes, but is not limited to:

- Identifying priorities;
- Identifying risk areas;
- Developing recommendations;,,
- Assessing the overall status of the Project;,,
- Providing associated reports relaying the assessments and recommendations;
- Providing ongoing verbal communications that aid the Project Sponsors and Project Team to identify and make adjustments to improve Project outcomes; and
- Evaluating if/how the Project is meeting the City's technical, operational, and business needs.

It also includes other tasks, as needed, including but not limited to:

- Developing suggested policy and practices; and
- Reviewing progress on implementation of adopted recommendations.

The awarded Consultant's main tangible deliverable for direct QA work shall be a monthly report on the progress of, and/or issues with, and recommendations for, the Project. Brief weekly reports may also be provided to apprise the Chair on the status of key issues.

Depending on the support work that has been authorized by the City, the City may choose to have monthly QA reports provided by other means. Ongoing verbal communications on issues and recommendations are a significant component of this Scope of Work and are intended to provide the opportunity for immediate issue identification and resolution.

The awarded Consultant's responsibilities do not include implementation work that would normally be done by the Project Team or Project Sponsors in conjunction with the software vendor, system integrator and any implementation consultant.

2.1.1 Tasks

The awarded Consultant shall provide the following tasks.

1. Attend meetings and conduct interviews to gather information relevant to the Project and provide verbal assessments and recommendations.

- 1.1. Attend selected meetings involving software vendor assistance, support, issues, and negotiations
- 1.2. Meet with Stream leads, project manager and Chair periodically to provide updates, and discuss issues and concerns
- 1.3. Attend Sponsor Group and ESC meetings
- 1.4. Interview LB COAST staff or staff associated with or impacted by LB COAST
- 1.5. Conduct related discussions with software vendor representatives as deemed appropriate and consistent with City authorization

1.6. Attend meetings, as requested, with the CFO and Financial Management Bureau Heads to discuss strategies and issues related to issues impacting the Project and other matters.

2. Review materials related to the Project, including project plans, budget reports, software vendor information, etc.

2.1. Review actual and proposed expenditures and budget reports

2.2. Review project plan and status

2.3. Review other materials as appropriate

3. Prepare communications to gather information/provide recommendations to provide assistance on issues that relate to LB COAST and/or maximize effort on LB COAST

3.1. Consult with Project Team regarding assistance or issues that relate to LB COAST and/or maximize their effort on LB COAST

3.2. Consult with stakeholder departments regarding assistance or issues that relate to LB COAST and/or maximize their effort on LB COAST

3.3. Engage in frequent communications with the Chair

3.4. Engage in discussions with software vendor management/staff

4. Develop recommendations and prepare reports

4.1. Develop recommendations based on interviews, reviewed material, and other observations

4.2. Prepare monthly reports as described in this scope

4.3. Prepare optional weekly reports as described in this scope

4.4. Prepare other confidential reports (as requested)

5. Develop materials, recommended strategies, and approaches to assist with successful Project transition.

5.1. Prepare suggested strategies either through discussion and/or documents

5.2. Prepare materials such as templates, spreadsheets, analysis useful for the Project transition, as requested/needed

5.3. Prepare draft meeting agendas and approaches and facilitate meetings

2.1.2 Deliverables

The awarded Consultant shall provide the following deliverables.

1. A monthly QA report assessing and making recommendations, including:

a. Progress and issues resolved since last report;

b. Key Issues and decisions to be made and status; and

c. New issues/concerns.

2. Optional brief weekly reports (as determined by the Consultant)
3. Confidential reports (as requested by the Chair)
4. Develop recommendations documents to advise the Project Manager and Chair (between formal reports) on key urgent issues that develop and appear to require attention.
5. The deliverable emphasis may, at the direction of the Chair, be shifted from Tasks 1 through Task 3 to focus primarily on Task 5.

Deliverables 1-3 may include the following detailed information:

- Overall of the Project status.
- Review of status of acquired software, project management, consulting, support level, versioning, management of the software vendor contract, and status of the software vendor's partnership with the City.
- Ongoing assessment of resource adequacy, status, and timeliness (including backfill).
- Review of any (new) QA assessment and recommendations from other vendors, and the level of the Project Team's implementation of other vendors' recommendations.
- Review of organizational readiness, such as communications, training, procedures and policy, change acceptance, and adequacy of operational resources.
- Review of the Project Plan for adequacy and status.
- Review of the effectiveness of Sponsors Group and Chair in decision-making, acquiring resources, and other designated functions associated with the Project.
- Review of the impact of acquired software and support on ongoing Project progress and operational business needs
- Review of any technology issues raised by the Project Team.
- Review of Project Team views on progress, concerns and issues
- Addressing potential different views for the best project direction by the Project Team, Sponsors, and/or Steering Committee.
- Review of controls over expenditures.
- Review of Project budget status. Review of how the Project is meeting the City's technical, operational, and business needs.

2.2 Performance Metrics & Contract Management

2.2.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the awarded Consultant during the contract. This list is an indication of the performance metrics of interest to the City, and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance

metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the awarded Consultant and the City prior to the finalization of an agreement between parties, and may be adjusted over time as needed.

METRIC	TARGET	RESPONSIBLE
1. % monthly reports submitted	100%	Consultant
2. Consultant's recommendations meet the City's technical, operational, and business needs	Pass	Consultant

2.2.2 Contract Management

The awarded Consultant shall report to the Sponsor Group via the Chair, with significant actual day-to-day direction and communication through the Deputy Chair.

2.2.3 Contract Payment

The City issues payment based upon services rendered. After a contract is finalized and work is performed, the Consultant should invoice the City. The City will remit payment within thirty (30) calendar days of being billed. Billing may be based on an hourly rate, or on a deliverable basis at a fixed rate.

3 How We Choose

3.1 Minimum Qualifications

The awarded Consultant must meet the following minimum requirements in order to submit a proposal to this RFP:

- The Consultant is not debarred or otherwise disqualified by the Federal government, the State, or the City.
- The Consultant is able to obtain (and obtains if awarded) a City of Long Beach business license (license may be acquired any time prior to contract execution).

3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

CRITERIA	Weight
<p>1. Organizational Capacity & Experience</p> <ul style="list-style-type: none"> • Demonstrated substantial expertise and experience (of the specific personnel to be assigned) in the areas covered by the scope of work. • Demonstrated direct and substantial expertise and experience (of the specific personnel to be assigned) with the internal operations of the City of Long Beach or governments of similar size and complexity, including financial and personnel processes, the characteristics of decentralized processes with centralized policies and oversight, and procurement and hiring processes and policies from the government perspective. • Familiarity (of the specific personnel to be assigned) with the LB COAST Project or similar Enterprise Resource Planning replacement projects, including associated selection, staffing, project management, integration, and implementation challenges. 	45%
<p>2. Method of Approach</p> <ul style="list-style-type: none"> • Understanding of the Project status and City's situation, challenges, needs, and goals described in the RFP, and how well they are addressed by the proposal. • If applicable, any proposed adjustments to the scope to achieve successful completion of the scope and support a successful Phase II implementation. • Approach to the utilization of the experience and expertise of the Consultant. • Approach to communications and collaboration with City Project management. • Approach to facilitation and work production given the City's currently limited Project resources. 	25%
<p>3. Communications & Reporting</p> <ul style="list-style-type: none"> • Approach and ability to complete reports described in the Scope of Work. 	15%
<p>4. Cost</p>	15%

4 Proposal Instructions & Content

4.1 Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	9/2/22	
Questions due to the City	9/8/22 11:00 AM	<ul style="list-style-type: none"> • Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	9/9/22	<ul style="list-style-type: none"> • Responses to the questions will be posted on LongBeachBuys.com.
Proposals due	9/16/22 11:00 AM	<ul style="list-style-type: none"> • Proposals should be submitted electronically via LongBeachBuys.com. • Late proposals, or proposals submitted through other channels will not be accepted. • Proposers are responsible for submitting their proposals completely and on time. <ul style="list-style-type: none"> ○ Proposers will receive an email with a time stamp from LongBeachBuys.com indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully. ○ For technical support, email or call the City during normal business hours at LPurchasing@longbeach.gov or (562) 570-6200.
Evaluation of Narrative & Cost Proposals	9/20/22	<ul style="list-style-type: none"> • An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City. • Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.
Negotiation & Consultant Selection	9/21/22 – 9/28/22	<ul style="list-style-type: none"> • Selected Consultant(s) will be notified in writing. • Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Consultant or withdraw the RFP.

		<ul style="list-style-type: none"> Negotiations shall be confidential and not subject to disclosure to competing Consultants unless and until an agreement is reached.
Estimated Contract Approval	10/4/22	
Estimated Contract Execution	10/5/22	
Proposer Debrief	After Consultant is Selected	<ul style="list-style-type: none"> Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

PROPOSAL	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed in Section 4.3.
<input type="checkbox"/> Cost Proposal	<ul style="list-style-type: none"> The proposal may provide hourly rate(s) or fixed prices for the deliverables, or a combination thereof. The hourly rates may or may not include a maximum price at the discretion of the Proposer. The intent of such options is to allow the proposer to potentially provide the City with better and more flexible options if, in the opinion of the Proposer, that may be in the best interests of the City (please provide brief explanation as to why for any options proposed). For each fixed fee, the mechanism to identify how much the City would owe for any particular billing period must be generally identified. For hourly rate(s), the proposal should make it clear that sufficient detail will be provided with invoicing to ascertain by whom and for what the hours were incurred. Any costs for materials or incidentals should be clearly disclosed and described.

<ul style="list-style-type: none"> All pricing (and the proposal as a whole) must be valid for at least 90 days.
MANDATORY ATTACHMENTS <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>
<input type="checkbox"/> A. Authorization & Certification
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form
Attachments Which May Be Submitted Upon Award <i>Upon award, Awarded Consultants will be required to submit the following. We encourage you to take note of these requirements, and where possible include available information as part of your proposal to expedite processing.</i>
<input type="checkbox"/> C. W-9
<input type="checkbox"/> D. Business License
<input type="checkbox"/> E. Proof of Registration with the California Secretary of State
<input type="checkbox"/> F. Certificates of Insurance
<input type="checkbox"/> Contact Information <i>Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.</i>

4.3 Narrative Proposal

Proposers should develop a narrative proposal that includes all of the following information.

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Federal Tax ID Number	
	Website	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	

	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i> <hr/>	
	<input type="checkbox"/> Limited Liability Company <hr/>	
Please describe why the Consultant is qualified to provide the services described in this RFP.		
Please describe the length of time the Consultant has been providing the services described in this RFP.		
Please describe the Consultant's experience with the internal operations of the City or with governments of similar size and complexity.		
Please describe the Consultant's experience with the LB COAST project or with ERP projects of similar size and complexity.		
How many employees does the Consultant have in total and residing in Long Beach?		
Who are the key staff involved in the project? For each, please provide a name, title, and resume either as an attachment or description.		
REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 3	Company	

	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

SUB-CONSULTANT CONTACT INFORMATION

Does the proposal include subconsultants?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

If applicable, provide the following for all subconsultants included in this proposal.

Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	

SUBCONSULTANT CAPACITY & EXPERIENCE

What type of enterprise is the subconsultant?	<input type="checkbox"/> Non-Profit
	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> General Partnership
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i>

<input type="checkbox"/> Limited Liability Company	
<input type="checkbox"/> _____ Other	

Which specific requirements of this RFP will the subconsultant perform?	
---	--

Please describe why the subconsultant is qualified to provide the services described in this RFP (1-2 paragraphs).	
--	--

Please describe the length of time the subconsultant has been providing the	
---	--

services described in this RFP (1-3 sentences).	
How many employees does the subconsultant have nationally, locally, and residing in Long Beach?	
Who are the key staff involved in the project? For each, please provide a name, title, and resume either as an attachment or description.	

Method of Approach

1. Provide a summary of the proposed approach.
2. In your own words, describe the key challenges and needs the City faces, and how your proposal will meet the City's implementation goals.
3. Describe any suggested modifications to the scope of work laid out by the City.
4. Describe your approach to facilitation, stakeholder management, and decision-making in the context of the proposal.
5. Describe how your proposal will mitigate the City's risks in implementation.
6. Describe how your proposal will address technical, operational, or business challenges that may occur.

Communications & Reporting

1. Describe how you will report on performance to the City, and coordinate with the City to meet the objectives of the RFP.

5 Terms & Conditions

5.1 Acronyms/Definitions

1. Awarded Consultant: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Consultant / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach, Department of Financial Management
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Consultant.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subconsultant: Third party not directly employed by the Proposer who will provide services identified in this RFP.

5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Consultant but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
15. Proposals may be withdrawn by written notice received prior to the proposal opening time.
16. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Consultant or prospective Consultant.
17. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
18. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Consultant agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Consultant for implementation of their proposal.
19. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
20. Proposal will become public record after the award and successful negotiation of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
21. A proposal submitted in response to this RFP must identify any subconsultants, and outline the contractual relationship between the Proposer and each subconsultant. An official of each proposed subconsultant must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subconsultant has read and will agree to abide by the Proposer's obligations.
22. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be

disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

23. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
24. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Consultant's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Consultant's proposal, and the Awarded Consultant's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
25. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
26. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
27. The City will not be liable for Federal, State, or Local excise taxes.
28. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including all contract terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
29. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
30. Proposals shall be kept confidential until a contract is awarded and successfully negotiated.

31. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
32. Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

5.3 Contract Terms & Conditions

1. The Awarded Consultant will be the sole point of contract responsibility. The City will look solely to the Awarded Consultant for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Consultant shall not be relieved for the non-performance of any or all subconsultants.
2. The Awarded Consultant must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Consultant has submitted acceptable evidence of the required insurance coverages.
3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at www.longbeach.gov/finance/business_license.
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

5. Awarded Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Awarded Consultant's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Consultant's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code Section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Consultant, its officers, employees, agents, subconsultants, or anyone under Awarded Consultant's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").
6. In addition to Awarded Consultant's duty to indemnify, Awarded Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Awarded Consultant shall be required for the duty to defend to arise. City shall notify Awarded Consultant of any Claim, shall tender the defense of the Claim to Awarded Consultant, and shall assist Awarded Consultant, as may be reasonably requested, in the defense.
7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
8. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.
9. If the Awarded Consultant elects to use subconsultants, Awarded Consultant agrees to require its subconsultants to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Consultant.

10. If the Awarded Consultant elects to use subconsultants, the Awarded Consultant shall not allow any subconsultants to commence work until all insurance required of subconsultants is obtained.

11. The provisions of this section shall survive the expiration or termination of this Contract.

5.4 Insurance Requirements

1. As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- a. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities or work performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its officials, employees, and agents.
- c. Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).
- d. Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.

2 Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except

after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

3. Any subcontractors which Contractor may use in the performance of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.
4. Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

5.5 Protest Procedures

Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not

limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

EXHIBIT “A-2”

Scope of Work

NARRATIVE PROPOSAL for CLB FM-22-157

Proposer contact information

Organization

Financial Management and Systems Consulting
5652 E. Grandview Rd
201-38-3528
Scottsdale, AZ 85254
No website

Authorized Representative

John Gross, President
JGross.FMSC@gmail.com
720-480-2233

Proposer Capacity & Experience

What type of enterprise is the organization?

Sole Proprietorship

Why the consultant is qualified to provide the services described in this RFP?

John Gross, the sole person providing services under this proposal, has over 45 years serving local government as a financial executive. In that capacity, he has either led or been heavily involved in a number of system implementations. He is familiar with what it requires to have a successful implementation and where one can go awry. John is familiar with the City of Long Beach and the issues associated with the LB COAST implementation. He was the Finance Director for Long Beach for 10 years and was recently under contract for a year to perform similar work as described in this RFP. John was the Sponsor for Phase I of the Long Beach LB COAST ERP implementation. He also was heavily involved in Phase II ERP implementation until it was temporarily halted to change software vendors. John has had major involvement in the temporary Interim (Transitional) Project to position the City to restart implementation of Phase II with a new software vendor and is familiar with all aspects of the Interim Project. John has worked with the Long Beach executives and many of the staff involved in the Project and is familiar with issues facing the City to ensure it ready for implementation expected to begin in about a year. John also has familiarity with the business processes of the City. This familiarity will be helpful in efficiently and quickly identifying and addressing related issues that may arise during this project.

Length of time the consultant has been providing services described in this RFP.

John has been providing consulting services similar or identical to those described in the RFP to the City of Long Beach for a year. These services have included Quality Assurance, developing suggested policy

and strategy and associated materials, developing and preparing procedures, and preparation of most of the Executive Steering Committee agendas and agenda materials. As described in the previous qualification paragraph, he also has experience providing similar services as a governmental financial executive.

Describe the Consultant's experience with internal operations of Long Beach or with governments of similar size and complexity.

John has over 45 years of experience as a financial executive for state and local governments. In most of his roles he has had responsibility for system replacements of one kind or the other including ERP systems. For 10 years, John was the Finance Director of Long Beach, and he is intimately familiar with its operations, its administration, and many of the executive staff and the staff working on the ERP project.

Describe the consultant's experience with the LB COAST project or with ERP projects of similar size and complexity.

John has been involved with LB COAST since the project was first conceived and has remained involved in the Project. John was the Sponsor for Phase I of the LB COAST implementation and had a major role in decision-making and the issues that arose during implementation and their solutions. He was heavily involved in Phase II implementation until it was temporarily halted to change software vendors. John has also been heavily involved in strategies and actions during the Interim (Transitional) Project to position the City to restart implementation of Phase II with a new software vendor. He is familiar with all aspects of the Interim Project. This knowledge provides extensive insights into the issues the implementation had in the past and the needs for the future implementation restart. John was also the Finance Director with an ERP implementation for a city of over 300,000. In other finance executive positions, John has been involved in system implementation projects including two where he provided oversight and had a direct role in the design of build-from-scratch systems.

How many employees does the firm have and how many reside in Long Beach?

The firm is a sole proprietorship and has no employees. John is the principal and does not reside in Long Beach.

Who are the key staff involved in the project and provide a name, title, and resume for each?

The only staff person is John Gross, President. A resume for John is attached.

References

The following are people with whom John has worked in Long Beach.

#1: Grace Yoon, Budget Manager, City of Long Beach
562 570 6408

#2: Ruby Carrillo-Quincey, Controller, City of Long Beach
562 570 6029

#3: Julissa Jose-Murray, Bureau Chief, Police Department, City of Long Beach
562 570 7447

Sub-Consultant Contact Information & Sub-Consultant Capacity & Experience

There are no sub-consultants.

Method of Approach

1. Provide a Summary of the Proposed Approach

As described in the RFP, the LB COAST Project is currently in an interim, transitional period (Interim Period). There is not currently an active implementation project. During the Interim Period, the City is in the process of selecting various vendors, developing an RFP for software and implementation, and ensuring that the City is staffed for implementation and otherwise internally ready for active implementation. Implementation is currently expected to begin in the Fall of 2023. The RFP states that during this Interim Period, there is a need for support of executive staff and Quality Assurance. Based on this understanding of the Interim Period project status, the following approach will be utilized.

John will use his experience, expertise, and knowledge of the City and LB COAST to serve as an extension of management and executive staff to develop suggested strategy and approaches, identify issues and suggest resolution of them, set up related meetings and develop recommended agendas and materials. He will also serve as a significant producer of related materials and work product that will relieve high-level staff of having to produce it. Much of John's work is expected to be done in close collaboration and coordination with the Deputy Chair of the Executive Steering Committee (ESC). There will also be significant interaction with the Chair. A number of the issues during the Interim Period may deal with the City's purchasing process, hiring process, or decision-making process. John is familiar with these processes. John will also provide Quality Assurance reporting on a regular basis.

Specific areas that John is anticipated to assist with include:

- Developing and implementing strategy related to the Interim Period
- The processes involved in selecting the ERP Consultant vendors (will not be involved in recommendation of a vendor).
- Ensuring that the City has appropriate staffing and backfill in place for the start of implementation.
- Reviewing options and approaches if the desired level of City staffing may not be available at the beginning of implementation
- Ensuring that the selected ERP vendors provide the services and approach the City needs to best be prepared for the implementation restart.
- Ensuring that the City and ERP Consultants have working mechanisms to secure input across all stakeholders.

- Quality Assurance on the Interim Period Project.

The tasks needed to accomplish this involve all five tasks identified in the RFP (attend meetings, review materials, prepare communications, develop recommendations and reports, and develop materials and recommend strategies and approaches to assist with Project transition).

Quality Assurance (QA) will be provided using a standard periodic report. The QA report would follow the current format of the status report. Special QA reports will be prepared as needed. The gathering of the background information for the report is expected to be able to be incorporated into normal workflow of other tasks that John will have and is not expected to take nearly as much raw time as normal pure QA work would require under different circumstances.

When an ERP Consultant is brought on board by the City, the focus of John's work is expected to enlarge. It is anticipated that John will be asked to work with the City to ensure the City provides the appropriate information to the ERP Consultant, including information concerning business functions and change management needs. John may also be asked to help ensure that the ERP Consultant appropriately utilizes that information in the RFPs being developed. This will be accomplished through meetings with the ERP Consultant, with City executives, and with other meetings as appropriate. This effort will also provide information for Quality Assurance reporting.

Once a system integrator is engaged and is working on implementation, the consultant role as described in this proposal should come to an end as long as the City is otherwise ready to begin implementation.

It is currently anticipated that work will be performed remotely with many Teams meetings. On site presence can be accommodated, if needed.

2. Describe the key challenges and needs the City faces and how your proposal will meet the City's implementation goals.

The City will face a number of challenges in implementing Phase II. The key challenges listed below are those focused on the Interim Project. The Interim Project needs to be successful and timely so that implementation of Phase II has a better chance of being timely and successful.

Challenge/Risk A - Selecting good vendors who understand and can work well with the City for a successful implementation.

To have implementation begin as soon as practical, there is a tight timeframe for selection of vendors. John will assist with developing good processes and information to help ensure a timely and good selection.

Challenge/Risk B - Putting appropriate and trained Project and backfill resources in place by no later than the start of implementation (anticipated in the Fall of 2023).

Even though the level of needed staffing is uncertain at this point, it appears as if resolving City staffing issues for the Project and backfill could be the single largest factor to implementation success. The City faces a difficult labor market, debilitating levels of vacancies in City departments, and a historically slow hiring process, especially for classified staffing. Inability to have appropriate City staffing could lead to serious implementation and/or operational

problems. If at some point it appears that the City may not be able to put in place the desired Project staffing and backfill, John will assist in looking at alternatives and options the City may use to best position itself for the future.

Challenge/Risk C - Move quickly with the interim project and implementation to minimize cost and risks. The manufacturer's support for the City's legacy Phase II software will soon end and the IBM mainframe that the software runs on is difficult and expensive to support. Regardless of the cost issue, using the antiquated software creates a risk that at some point the software will not be able to meet even the City's minimum needs. Delays for implementation can create other costs and risks, including those associated with City staff turnover. The faster the Interim Project can successfully accomplish its goals and prepare the City for implementation, the better off the City will be. John's work will help make the Interim Project move more quickly and significantly improve the chances of success. In particular, the QA aspects

Challenge/Risk D - Commitment to a successful Project.

The City must do whatever it takes to have a successful implementation. That commitment may involve difficult decisions made under time pressure. Decisions may include adjusting priorities, costs, temporary reassignment of staff, and realignment of historical work processes. The QA aspect of John's work will assist the ESC and the City to identify key issues and decisions that need to be made and the potential implications of those decisions. This will assist the ESC in helping to ensure that the City's commitment to the Project remains strong.

3. Describe any suggested modifications to the Scope of Work laid out by the City

There are no modifications that are essential, but there are optional improvements and clarifications that could be made.

Even though Quality Assurance is important, the scope could be modified to less highlight Quality Assurance and to emphasize other tasks as described in this proposal.

The scope could also be modified to recognize that the Interim Project seems likely to have three phases (time frames are very approximate and may change:

- October 2022 through January 2023 – A focus on selection and initial work with the ERP Consultant,
- February 2023 through May 2023 – A focus on release of at least one RFP and assist the ERP consultant with design of evaluation materials for the RFP(s),
- June 2023 through September 2023 – a focus on completion of any remaining work to be ready for implementation (which may also include a GPM RFP and a QA RFP and associated vendor selection).

Because of these apparent phases and the refocusing that may occur during the Interim Project, the City may want to consider a six-month contract with one or more administrative extensions, or even a four-month contract with multiple extensions.

The goals as stated in the RFP (assumed to reflect the LB COAST Project as a whole) could be modified. The phrase "help ensure" would be more accurate than "ensure." Because the Interim Project and Phase II do not currently have a formal timeframe or budget, the second goal in the RFP might be better

stated as "is progressing in a timely, expeditious manner and with as much efficiency in cost as is feasible."

4. Describe your approach to facilitation, stakeholder management, and decision-making in the context of the proposal.

Much of the work for this project involves working with City management and executives. John has excellent relations with City management and the executives involved in the project work. There are going to be differing ideas and views during a project such as LB COAST. John has historically shown an excellent ability to work those out with the involved staff through various meetings, discussions, and preparation of materials for decision making. Some of the issues raised may be policy issues that should be decided on or at least confirmed by the ESC. When appropriate, John will make a recommendation to place such an item on the Committee agenda. Making good decisions on a timely basis is one of the necessary features of a successful implementation and is also important in this interim period. John already has a history of identifying and recommending actions on key decisions in his previous contract work on the Project. That approach and effort will continue with any new contract and work. Ensuring that all stakeholders, including the operating departments, are involved in the RFP for software and system integration is important. John will help ensure that involvement occurs by his role in Quality Assurance and, more importantly, by working with both the City and the ERP Consultant to build the outreach and collaboration into the overall tasks for the Interim Period.

5. How will the proposal mitigate the City's risks in implementation?

The work covered by this proposal can help mitigate risks and/or make them easier to resolve but cannot provide assurance that the risks will not be problems.

- Challenge/Risk A: Selecting good vendors who understand the issues and can work well with the City for a successful implementation.

This proposal will allow John to directly assist the City to help to manage and perform necessary administrative tasks to assist in keeping the selection processes timely. John will not express any opinion as to the vendor(s) to select to ensure consistency with the City's purchasing policies.

- Challenge/Risk B: Putting appropriate and trained Project and backfill resources in place by no later than the start of implementation (anticipated in the Fall of 2023).

John will assist with the evaluation of the staffing situation as it evolves (this also has a strong QA aspect). The City has a task force working on this challenge, and it is not yet known how successful the task force will be. If there appear to be issues, John will help management with developing ideas, recommendations and alternatives to address the issues. At some point, probably in the December-January timeframe, the ERP Consultant will likely also have an opinion on the staffing needs and the timing of staff. One of John's tasks could be to assist with analyzing and implementing any recommendations the ERP Consultant may have.

- Challenge/Risk C: Move quickly with the interim project and implementation to minimize cost and risks.

The RFP to which this proposal responds does not suggest a direct role to assist with mitigating the risk of maintaining a legacy system (nor should it). However, the tasks associated with this

proposal will be of assistance in getting the implementation started as soon as practical and will help give implementation its best chance of timely success. In turn, this will provide the opportunity to disconnect the legacy system at the earliest timeframe.

- Challenge/Risk D: Commitment to a successful Project

The level of executive and leadership commitment to a major ERP implementation is generally considered a key success factor. The Quality Assurance recommendations that will be provided by this proposal will help identify the extent that the Interim Period work is or is not achieving its goals or progressing. When the ERP Consultant is on board, the Consultant is also likely to make recommendations as to what adjustments the City needs to make to keep the Interim Period Project on track. It will be a City decision as to whether the recommended changes/adjustments are made. Key decisions coming up may include funding of ERP Consultant costs and providing staffing resources on a timely basis. In both those areas (and others), John is expected to be able to provide advice and recommendations. Another approach John expects to utilize is to make recommendations as to the items to be placed on the ESC Agenda and to develop the associated agenda material as necessary. This will help maintain the focus of the ESC on addressing issues and having the necessary City commitment.

6. Describe how the proposal will address technical, operational, or business challenges that may occur.

The actual implementation process for the software will inevitably result in technical, operational, and business challenges. During this Interim Period, before the software and implementation vendor is selected, John is expected to be involved in working with City management on tasks that help ensure that the challenges expected during implementation are identified. The goal is to address them, in advance as much as possible, by incorporating approaches to minimize them in the RFP itself and by other preparatory work. John's familiarity with the City's operations and with the key staff involved is expected to help make the work John does in this area even more effective.

A key to addressing the various challenges during implementation is adequate City staffing and backfill for the Project. Also important is for impacted departments to be prepared for the diversion of staff that will occur during implementation. The City also needs a process for timely decision making (at whatever level decisions are needed). These challenges are all items to be noted and followed up on through both the QA process that is included in this proposal and in normal work for the Deputy Chair and the Chair with which John would assist.

Communications and Reporting

1. Describe how you will report on performance to the City and coordinate with the City to meet the objectives of the RFP.

As described in the RFP and in this proposal, a monthly status report to the ESC is the main formal reporting for the status of the goals and tasks during the Interim Period Project. There will be many other deliverables each month that address the scope and task requirements. A review of these

deliverables will allow performance to be evaluated. The deliverables will be summarized in each monthly billing.

It is expected that John will have routine and frequent communications with the Deputy Chair and at least weekly with the Chair. John will also communicate with others in the City and on the Project as necessary to accomplish the tasks and goals, including status reporting. This is anticipated to be a similar approach to what occurred under John's previous contract with the City.

Attachment: Resume of John Gross

JOHN GROSS
Financial Management and Systems Consulting
5652 E. Grandview Road, Scottsdale, Arizona 85254 720.480.2233

SUMMARY

A retired executive manager now consulting in the financial management and systems implementation space. Enjoys developing and improving policy, developing financial plans and systems, improving operations, and identifying and resolving issues. Enjoys collaboration with an executive team and others. Experienced in working with elected officials. Managerial approach includes creating a skilled organization with high, but achievable goals, and an informal, collaborative, and approachable culture.

EMPLOYMENT HISTORY

PRESIDENT, FINANCIAL MANAGEMENT AND SYSTEMS CONSULTING, Phoenix, Arizona, 2021 on

Provide consulting services to local government in the fields of financial management and systems implementation and reconfiguration.

- Work with a large city in California to assist with implementation of an ERP system.

DIRECTOR OF FINANCIAL MANAGEMENT/CFO, Long Beach, CA, 2011 to 2021

Served as Chief Financial Officer for a fast-paced city of 470,000.

- Managed a 255-person department that oversees accounting, purchasing, budget development and management, treasury operations (debt, investments, cash), business licensing, fleet operations, and towing operations.
- Developed budgetary and financial policies and developed options and solutions to financial and operational issues.
- Strengthened departmental staffing through an emphasis on hiring, supervisory responsibility, teamwork, respect for the individual, and training.
- Financial oversight for negotiations for a major P3 project and other large projects.
- Project sponsor for an ERP implementation.

FINANCE DIRECTOR, Aurora, Colorado, 1990 to 2011

Served as Chief Financial Officer for a dynamic and developing city of 320,000.

- Managed operations of a 63-person finance department with responsibilities that included accounting, budget development, investment and cash management, debt issuance and management, business licensing, and sales tax collection and auditing.
- Developed and implemented financial and budgetary policies and solutions to complex financial issues.
- Assisted with or directly managed financial negotiations with developers, including a large P3 project.
- Created teams to identify and resolve problems and developed and assisted staff to become more adept with changing requirements, identifying and solving problems, and writing and presenting for their target audience.
- Improved financial reporting, controls, and timeliness, and improved relations with city businesses and the Chamber of Commerce.
- Developed a comprehensive financial model and manual of a State constitutional amendment that was used throughout the State.

FINANCE DIRECTOR, Arlington Heights, Illinois, 1984 to 1990

Directed financial, budget, purchasing, risk management, and information technology operations for a city of 75,000 during a period of development and infrastructure activity.

- Reorganized operations to improve efficiency and to better utilize staff abilities.
- Made major improvements in the budgeting process and improved its integration into an overall planning process.
- Restructured accounting operations to improve management information.
- Developed and implemented an award-winning system to index and track official government records.
- Improved financial controls addressing fraudulent activity by the city's treasurer.
- Directed an in-house minicomputer implementation plan and developed and implemented a city-wide microcomputer management strategy.

FISCAL OFFICER, Illinois Bureau of Employment Security, 1979 to 1984

Managed the financial, accounting, and budgetary activities of a major state agency. Directed an accounting and budgeting staff of 140.

- Developed and implemented major improvements in accounting systems and operations, the budgetary process and controls, and revenue maximization.
- Changed financial analysis methodology to stress detection of causes of financial and budgetary problems and resolution of problems.
- Directed the design, development, and installation of a major new accounting sub-system and initiated the use of computers in the budget analysis and preparation process.
- Initiated and had major involvement in defining and subsequent design of a multi-million dollar integrated financial/human resources automated information system.

EXECUTIVE DIRECTOR, Mt. Lebanon Parking Authority, 1976 to 1979

Managed a municipal corporation that operated parking facilities and owned rental properties.

- Reorganized and rebuilt entire operation including operating policies and practices, personnel, systems, financing, budgeting, accounting, internal control systems, and approach to revenue generation and resolved a major cash flow problem. Helped the Authority become a significant landholder in the City.

FINANCE DIRECTOR, Mt. Lebanon, Pennsylvania, 1973 to 1976

Managed financial operations for a city serving a population of 30,000.

- Reconstructed the general ledger, overhauled the accounting operation, and instituted a new wage tax collection system to improve collection rate and delinquency follow-up.

EDUCATION

- M.S., Urban and Public Affairs (business/quantitative approach to public administration), Carnegie-Mellon University.
- B.S., Mechanical Engineering, Carnegie-Mellon University.

OTHER

- Provided staff support to the National Advisory Council on State and Local Budgeting. The Council developed the current standard for nationally recommended budget practices for state and local government. Provided extensive comments to the National Performance Management Advisory Commission.
- Served on the GFOA Committee for Economic Development and Capital Planning and the GFOA Budget and Management Committee. Periodically teach GFOA budget classes.
- Enjoy digital video and audio editing.

EXHIBIT “B”

Cost/Rates

COST PROPOSAL FOR CLB FM-22-157

Flat monthly fee

A flat fee of \$27,600 per month is proposed for all deliverables. Deliverables include one or more status reports, meetings, numerous communications, recommendations, strategies, procedures, draft Executive Steering Committee (ESC) agendas and attachments, and other materials necessary to implement strategies and recommendations. The \$27,600 is equivalent to a rate of about \$160 per hour if the deliverables required 40 hours a week. This reflects a major discount from the normal fee.

Deliverables include a monthly status report and other deliverables described in monthly billings

An ongoing deliverable will be an Interim Project status report. This report would normally be provided monthly to the ESC unless redirection of the City to other tasks precluded an updated report for a particular month. There will be many other deliverables each month that address the scope and task requirements. A review of these deliverables will allow performance to be evaluated. The deliverables will be summarized in each monthly billing.

Travel Expenses

Although travel is not anticipated for this project, any travel costs would be reimbursed by the City for the actual cost of the travel. If driving is involved for a personal car, driving would be reimbursed at Federal mileage rates.

Resolution of issues with any invoice/billing

This proposal is based on mutual agreement and understanding. If at any time the City does not believe the deliverables in any month meet expectations, this proposal provides that the matter would be resolved by good-faith negotiation. The City will make the final decision as to compensation in a particular month (bill). At least a 10-day notice is suggested if at any time the City has concerns about the deliverables or an invoice. For a month in which deliverables are believed not to be met (for any reason), the City and the Proposer will negotiate in good faith an appropriate compensation, with the City making the final decision as to compensation.

It is proposed that the contract be terminable for any reason on a 15-day notice by either party.

EXHIBIT “C”

City’s Representative(s):

Jacqueline Deemak, Special Projects Officer

Office: (562)570-6649

Jacqueline.Deemak@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

John Gross, President

Phone: (720)480-2233

JGross.FMSC@gmail.com