

1 AGREEMENT

2 **31197**

3 THIS AGREEMENT is made and entered, in duplicate, as of June 18, 2009,  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting on June 2, 2009, by and between CARDON  
6 SOLUTIONS, LLC, a Florida limited liability company, with a place of business at 13762  
7 W. State Road 84, #128, Davie, Florida 33325 ("Consultant"), and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

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

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

17 WHEREAS, City desires to have Consultant perform these specialized  
18 services, and Consultant 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. Consultant shall furnish City with specialized services more  
24 particularly described in Exhibit "A", (Technical Proposal) and shall furnish the  
25 City's Harbor Department with specialized services described in Exhibit "B"  
26 (Proposal). Both of these exhibits are attached to this Agreement and  
27 incorporated by this reference. Said services shall be performed in accordance  
28 with the standards of the profession. City shall pay for these services in the

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

1 manner described below, not to exceed Three Hundred Fifteen Thousand Dollars  
2 (\$315,000.00) at the rates or charges shown in Exhibit "B" and "C": Two Hundred  
3 Twenty-Five Thousand Dollars (\$225,000.00) for City related services and Ninety  
4 Thousand Dollars (\$90,000.00) for Harbor related services.

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

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

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

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

21 2. TERM. The term of this Agreement shall commence on April 1,  
22 2009, and shall terminate on September 30, 2010, unless terminated earlier, as provided  
23 in this Agreement. City's City Manager shall have two one-year options to renew the  
24 Agreement and add expenditures up to ten (10) percent above the annual contract  
25 amount, if necessary and if funds are available.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's  
28 representative, Elizabeth Haynes. Consultant shall advise and inform City's

1 representative of the work in progress on the Project in sufficient detail so as to  
2 assist City's representative in making presentations and in holding meetings on  
3 the Project.

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

17 5. INSURANCE.

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

25 (a) Commercial general liability insurance (equivalent in scope to  
26 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
27 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
28 coverage shall include but not be limited to broad form contractual liability,

1 cross liability, independent contractors liability, and products and  
2 completed operations liability. The City, its boards and commissions, and  
3 their officials, employees and agents shall be named as additional  
4 insureds by endorsement (on City's endorsement form or on an  
5 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20  
6 26 11 85), and this insurance shall contain no special limitations on the  
7 scope of protection given to the City, its boards and commissions, and  
8 their officials, employees and agents. This policy shall be endorsed to  
9 state that the insurer waives its right of subrogation against City, its boards  
10 and commissions, and their officials, employees and agents.

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

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

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

27 D. If this coverage is written on a "claims made" basis, it must  
28 provide for an extended reporting period of not less than one hundred eighty (180)

1 days, commencing on the date this Agreement expires or is terminated, unless  
2 Consultant guarantees that Consultant will provide to the City evidence of  
3 uninterrupted, continuing coverage for a period of not less than three (3) years,  
4 commencing on the date this Agreement expires or is terminated.

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

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

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

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

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

1 contemplates the personal services of Consultant and Consultant's employees, and the  
2 parties acknowledge that a substantial inducement to City for entering this Agreement  
3 was and is the professional reputation and competence of Consultant and Consultant's  
4 employees. The parties acknowledge Consultant intends to utilize the services of Cardon  
5 Solutions, Inc. for certain steps in the software implantation. Aside from that assignment,  
6 neither party may assign or otherwise dispose of its rights or obligations under this  
7 Agreement without the prior written consent of the other party. Any unapproved  
8 assignment or delegation shall be void, and any assignee or delegate shall acquire no  
9 right or interest by reason of an attempted assignment or delegation

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

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

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

1 Consultant retains all rights to any information, work, invention, or  
2 development in any form or medium, including all materials, documents, information,  
3 software, or technology, created by Consultant as a result of performing the services  
4 except as otherwise provided in this Agreement. The application is the property of  
5 Consultant and Consultant retains all intellectual property rights to SimplerSuite, or any  
6 modifications thereof, or enhancements created as part of customization services  
7 performed on behalf of the City.

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

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

26 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available

1 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

22 17. INDEMNITY. Consultant shall, with respect to services performed in  
23 connection with this Agreement, indemnify and hold harmless the City, its Boards,  
24 Commissions, and their officials, employees and agents (collectively in this Section,  
25 "City") from and against any and all liability, claims, demands, damage, loss, causes of  
26 action, proceedings, penalties, costs and expenses (including attorney's fees, court  
27 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims  
28 include allegations and include Claims for property damage, personal injury or death



1 arising in whole or in part from any negligent act or omission of Consultant, its officers,  
2 employees, agents, sub-consultants, or anyone under Consultant's control (collectively  
3 "Indemnitor"); recklessness; and willful misconduct. Independent of the duty to  
4 indemnify, but only to the extent permitted by law and specifically by Civil Code Section  
5 2782.8, and as a free-standing duty on the part of Consultant, Consultant shall defend  
6 City and shall continue this defense until the Claim is resolved, whether by settlement,  
7 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on  
8 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall  
9 notify the City of any Claim within ten (10) days. Likewise, City shall notify Consultant of  
10 any Claim, shall tender the defense of the Claim to Consultant, and shall assist  
11 Consultant at Consultant's sole expense, as may be reasonably requested, in the  
12 defense.

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

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

18 20. NONDISCRIMINATION.

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

1           B. It is the policy of City to encourage the participation of  
2 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
3 procurement process, and Consultant agrees to use its best efforts to carry out  
4 this policy in its use of subconsultants and contractors to the fullest extent  
5 consistent with the efficient performance of this Agreement. Consultant may rely  
6 on written representations by subconsultants and contractors regarding their  
7 status. Consultant shall report to City in May and in December or, in the case of  
8 short-term agreements, prior to invoicing for final payment, the names of all  
9 subconsultants and contractors hired by Consultant for this Project and information  
10 on whether or not they are a Disadvantaged, Minority or Women-Owned Business  
11 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
12 637).

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

20           22. COPYRIGHTS AND PATENT RIGHTS.

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

28           23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

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

13           25. CONTINUATION. Termination or expiration of this Agreement shall  
14 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
15 17, 19, and 22 prior to termination or expiration of this Agreement.

16           26. TAX REPORTING. As required by federal and state law, City is  
17 obligated to and will report the payment of compensation to Consultant on Form 1099-  
18 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
19 resulting from payments under this Agreement. Consultant's Employer Identification  
20 Number is [REDACTED]. If Consultant has a Social Security Number rather than an  
21 Employer Identification Number, then Consultant shall submit that Social Security  
22 Number in writing to City's Accounts Payable, Department of Financial Management.  
23 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
24 Consultant provides one of these numbers.

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

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

4                   a. determining that Simpler Suite will achieve the results (such as  
5 organizational efficiencies) desired by City;

6                   b. selecting, procuring, installing, operating and maintaining  
7 computer hardware to run SimplerSuite;

8                   c. ensuring the accuracy of any input data used with SimplerSuite;

9                   d. establishing adequate backup provisions for backing up City's  
10 data used in connection with SimplerSuite.

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

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


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

1 use their best efforts to overcome the cause and effect of any such suspension.


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

4  
5  
6 June 29, 2009

CARDON SOLUTIONS, LLC, a Florida  
limited-liability company

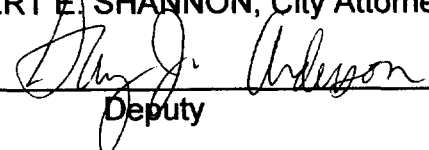
By   
Managing Member  
Donna Wukasch  
Type or Print Name

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11 July 1, 2009

"Consultant"  
CITY OF LONG BEACH, a municipal  
corporation  
By  Assistant City Manager  
City Manager

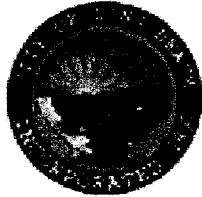
"City" EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

12  
13  
14 This Agreement is approved as to form on July 1,  
15 2009.

16 ROBERT E. SHANNON, City Attorney  
By   
Deputy

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**Technical  
Proposal to**



**In Response to**

**RFP #FM 09-014  
Production Maintenance of FAMIS,  
BPREP, ADPICS, FAACS,  
SYSTEMWIDE, EZ FAMIS Software**

**February 26, 2009  
4:00 p.m. PT**



**Cardon  
Solutions, LLC**

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



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# 1 Cover Sheet



City of Long Beach  
Purchasing Division  
333 W Ocean Blvd/7<sup>th</sup> Floor  
Long Beach CA 90802

## City of Long Beach

Request For Proposal No. FM 09-014

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

Release Date: February 12, 2009  
Due Date: February 26, 2009

For additional information, please contact:  
**Erik Sund, Purchasing Agent, 562-570-6663**  
This RFP is available in an alternative format by calling 562-570-6200

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

Company Name Cardon Solutions, LLC Contact Person Donna Wukasch  
Address 13762 W State Rd 84, #128 City Davie State FL Zip 33325  
Telephone (954) 693-4991 Fax (954) 337-0114 Federal Tax ID No. [REDACTED]  
Prices contained in this proposal are subject to acceptance within 90 calendar days.  
I have read, understand, and agree to all terms and conditions herein. Date 2/24/2009  
Signed *Donna Wukasch*  
Print Name & Title Donna Wukasch, Manager





## 2 Executive Summary

---

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

- **Cardon Understands the City's Business Processes:** Cardon professionals have been involved with the City since 1995, beginning with the implementation of the earlier version of FAMIS (4.2). Since then, Cardon professionals have worked with City on numerous projects, including a FAMIS upgrade to the current production version, and the implementation of EZ FAMIS.
- **Cardon Knows Both FAMIS and EZ FAMIS:** Cardon professionals have been involved in the design, development, implementation and support of the FAMIS application since 1988. In addition, they have been involved in the design, development, implementation and support of EZ FAMIS for approximately one year. No other vendor has this kind of experience with both FAMIS and EZ FAMIS.
- **Cardon Staff:** Cardon staff are located on the East and West coasts, which allows us to offer the City a wide support window, from approximately 6:00 a.m. PT to 6:30 p.m. PT, with extended hours available during critical phases of the project. The Cardon team has worked together for over 13 years, and provides a unique blend of technical and functional skills.



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

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### **3.1 Understanding of Project**

The City of Long Beach is seeking technical and functional production maintenance support and development services for its financial management system. The financial management system is comprised of the suite of FAMIS software (FAMIS, ADPICS, BPREP, FAACS, and Systemwide), and the SimplerSuite product known as EZ FAMIS at the City. FAMIS was originally developed by KPMG in the late 1980's and is currently owned and maintained by Cogsdale Corporation. The City has been using the current version of FAMIS since the late 1990's, and is using version 5.1 in production. In 2008, the City implemented EZ FAMIS to support searching, inquiry, and reporting for FAMIS data. The City has since rolled out access to budget development data (from BPREP), and anticipates implementing additional subject areas to support the growing and changing needs of City users.

For the past few years, the City has contracted with outside vendors to provide services similar to those requested in this RFP. The City is now requesting support for an 18-month period commencing on April 1, 2009 and ending September 30, 2010. The City will have the option to execute up to two 12-month renewals beginning October 1, 2010.

### **3.2 Services**

Cardon proposes to provide all of the services requested in Section 3 – Scope of Project in the RFP. The services shall be provided remotely, with staff available from approximately 6:00 a.m. to 6:30 p.m. Pacific Time. Due to the nature of the requested services, Cardon will be available during non-business hours as requested by the City to provide support for critical processes. Cardon will maintain records of all activities performed by each team member, and will include these details in monthly status reports to the City.



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

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

### **3.2.2 EZ FAMIS Software**

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



### 3.3 Assumptions

Cardon has made the following assumptions for this proposal:

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



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

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### **4.1 Primary Contractor Information**

#### **4.1.1 Company Ownership**

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

#### **4.1.2 Company Location and Employees**

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

#### **4.1.3 Primary Contact**

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

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

#### **4.1.4 Company Background and History**

Cardon was founded in August 2008 by Caryn Jenney and Donna Wukasch. Prior to forming Cardon, Caryn and Donna worked with FAMIS and EZ FAMIS while employed by other companies – KPMG Consulting (Bearing Point), Tier Technologies, and most recently, Affinity Source Inc. Our involvement with FAMIS started in 1988, and has never stopped. For the past 20 years, we have worked with numerous state and local governments, designing, implementing, and supporting FAMIS.



Most recently, in 2008, along with Simpler Systems, Inc., we brought EZ FAMIS to the City of Long Beach.

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

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

#### **4.1.5 Resumes**

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

- **Caryn Jenney:** Caryn has over 19 years of experience in the public sector with a focus in the design, development, implementation, and maintenance of the FAMIS Suite of Software. She has approximately one year of experience implementing and supporting SimplerSuite (EZ FAMIS). Caryn has provided services to the City on several projects over the past 13 years, and has an in-depth knowledge of the City's systems environment and business processes. Caryn will primarily provide technical support on this project.
- **Donna Wukasch:** Donna has over 17 years of public sector experience, including more than 13 years working with the FAMIS Suite of Software. She has approximately one year of experience implementing and supporting SimplerSuite (EZ FAMIS). Donna has worked with the City on various projects since 1996, and is familiar with the City's financial management



system and business processes. Donna will serve as Project Manager and will provide functional support on this project.

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

Table 4-1: Staff Experience and Qualifications

## 4.2 Subcontractor Information

Does this proposal include the use of subcontractors?

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

## 4.3 References

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



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

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

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

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

### **4.3.3 Simpler Systems / County of Santa Cruz**

As a subcontractor to Simpler Systems, Cardon (both Caryn and Donna) provides services related to the implementation of the latest version of SimplerSuite for the County of Santa Cruz. Services include analysis and design, development using the Simpler Script Toolset, programming support, and unit testing. The version of SimplerSuite (3.0) is the same in use at the City of Long Beach.





Client Name	Summary of Services	Contact
City of Long Beach	<ul style="list-style-type: none"> <li>• Functional and technical problem determination, project support, and analysis and design services for FAMIS and EZ FAMIS</li> <li>• Provide remote staffing coverage</li> <li>• Provide services during non-business hours to support critical processes</li> <li>• Maintain records of activities performed</li> </ul>	Elizabeth Haynes City of Long Beach Dept. of Financial Management 333 West Ocean Blvd. Long Beach, CA 90802 562.570.7345 <a href="mailto:Elizabeth_Haynes@longbeach.gov">Elizabeth_Haynes@longbeach.gov</a>
Pan American Health Organization	<ul style="list-style-type: none"> <li>• Functional and technical problem determination, project support, and analysis and design services for FAMIS Software</li> <li>• Provide remote staffing coverage</li> <li>• Provide services during non-business hours to support critical processes</li> <li>• Maintain records of activities performed</li> </ul>	Mauricio Sanmartin Pan American Health Organization FRM/FA/S (Financial Systems) (202) 974-3339 <a href="mailto:sanmartm@paho.org">sanmartm@paho.org</a>
Simpler Systems / County of Santa Cruz	<ul style="list-style-type: none"> <li>• Functional and technical problem determination, and analysis and design services for EZ FAMIS</li> <li>• Provide remote staffing coverage</li> <li>• Maintain records of activities performed</li> </ul>	Brian Fahnestock Simpler Systems, Inc. 210 W Cota St. Santa Barbara, CA 93101 805.962.6698  Laura Bowers County of Santa Cruz Auditor-Controller's Office 701 Ocean Street, Room 100 Santa Cruz CA 95060 831.454.2684

Table 4-2: Client References

## 4.4 Business License

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



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

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





## Appendix A: Resumes

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### Caryn Jenney

#### Summary of Qualifications

Caryn Jenney has nearly 20 years of experience in the public sector with a focus in systems design, development, implementation, and maintenance support of public sector financial management applications.

#### Project Experience

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

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

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

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

##### **Operational Support**

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

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

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

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

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

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

Caryn served as QA Project Manager for the California Department of Social Services in the development of enhancements to their County Expense Claiming System. She is providing project management support that includes defining the functional requirements, developing the user requirements and detail design documentation, and facilitating meetings between the CA County representatives and the DSS staff. Caryn's on-going activities also include management of the programming effort and development of the systems migration plan.

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

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

Caryn served as technical lead on the recent Online FAMIS systems upgrade project for the City/County's Controllars office. Her responsibilities included management of the technical support personnel involved in the project to complete necessary enhancements to the accounting, purchasing, and fixed asset modules to meet the City/County's processing requirements. Caryn also served as technical lead on the original implementation of the Online FAMIS system and was responsible for



developing and implementing enhancements to the Budget Preparation (BPREP) system, performing the necessary data conversion and interface development, and assisting in the production migration.

### **Various Local Governments**

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

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

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

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

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

#### **City of Fort Lauderdale**

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

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

#### **City of Jacksonville**

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

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

### **Organizational Experience**

#### **Cardon Solutions, LLC**

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

#### **Affinity Source Inc.**

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



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

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

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

**Education**

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

**Technical Competencies**

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



## **Donna Wukasch**

### **Summary of Qualifications**

Donna has over 17 years of experience in the public sector, including more than 13 in the planning, design, maintenance and implementation of public sector systems. Her areas of expertise include project management, business process analysis, requirements and RFP development, and governmental budgeting, procurement, accounting and reporting.

### **Project Experience**

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

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

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

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

##### **Operational Support**

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

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

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

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

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

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

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

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

##### **Interface Design**

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



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

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

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

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

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

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

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

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

**Various Local Governments**

**Financial Management System Product Development & Support**

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



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

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

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

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

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

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

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

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

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

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

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

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





## **Organizational Experience**

### **Cardon Solutions, LLC**

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

### **Affinity Source Inc.**

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

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

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

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

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

### **Miami-Dade County**

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

## **Education**

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

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



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

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

YES  \_\_\_\_\_

NO  \_\_\_\_\_

SIGNATURE \_\_\_\_\_

*Don Wald*

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

### EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
8.1	9	Cardon Solutions, LLC does not operate a business in the State of California, and as such does not anticipate the need to register with the California Secretary of State.
8.4	10	Cardon Solutions, LLC does not operate a business in the City of Long Beach, and as such does not anticipate the need to submit a business license application with the City of Long Beach.
Attachment B – Section 5	3 (of Attachment B)	Cardon Solutions, LLC maintains CGL insurance coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 general aggregate. There are, however, some differences from the coverage described in Section 5 of the Pro Forma Agreement.
Attachment B – Section 9	7 (of Attachment B)	The scope of this project includes support of software licensed by other vendors, and as such, Cardon Solutions, LLC may not always be able to grant ownership and unrestricted use and disclosure of Data to the City.
Attachment B – Section 22	11 (of Attachment B)	The scope of this project includes support of software licensed by other vendors, and as such, Cardon Solutions, LLC may not always be able to assign ownership of Data to the City. To the best of our knowledge, performing the scope of services requested by the City in this RFP does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party.
N/A	N/A	Cardon Solutions, LLC requests the addition of a 'Force Majeure' clause, such as: "Either party shall be temporarily excused from performing under this agreement if any force majeure or other occurrence beyond the reasonable control of either party makes such performance impossible. Under such circumstances, performance under this agreement related to the delay shall be suspended for the duration of the delay. Once the delaying





RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
		event subsides, the delayed party shall resume performance of its obligations with due diligence. The parties shall use their best efforts to overcome the cause and effect of any such suspension.”



## Attachment C: Statement of Non-collusion

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### Attachment C

### Statement of Non-collusion

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

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

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

2/24/09

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Authorized signature and date

Donna Wukasch, Manager

Print Name & Title





June 2, 2009

Mr. Doug Albrecht  
Director of Information Management  
Port of Long Beach  
925 Harbor Plaza  
Long Beach, CA 90801

Subject: Purchasing System Enhancements

Dear Mr. Albrecht:

I am pleased to submit this proposal to the Port of Long Beach for Cardon Solutions, LLC (Cardon) to provide additional assistance with your important Cost Management System project.

In early January, Cardon submitted a report 'ADPICS Process Redesign: Options' which outlined possible modifications to the Port's purchasing system (ADPICS) and processes, including ADPICS data extracts. The enhancements will support the Port's implementation of the new Cost Management System (CMS). Subsequently, the Port has requested a proposal from Cardon to implement several of the proposed modifications.

## **Proposed Services**

Cardon proposes to design and develop required ADPICS modifications and data extracts to provide the Port with the desired project cost information, and to support their purchasing process. In this section, we provide an estimate of the number of hours required to complete the modification. Each estimate includes time for analysis and design, programming, unit testing, training and documentation, and production rollout and support. Additionally, we will provide a pool of hours for the Port to use as required for additional modifications to ADPICS and related systems to support the CMS.

### **ADPICS Enhancements**

#### **1. Blanket Releases and Direct Purchase Orders (PO):**

- Add several project-related elements at the header and line item levels. Provide a consolidated PO print for vendors that combines identical commodity lines into one line.  
**Estimated Hours:** 72 hours
- Replace the current Excel requisition with a customized PO print for internal use that contains accounting codes, line item descriptions, and project cost elements.  
**Estimated Hours:** 48 hours



2. **Blanket Purchase Orders:** Add Retainage Percent, which will be transferred to all BPO releases.

**Estimated Hours:** 48 hours

3. **Invoices:**

- Add Retainage Amount, Stop Notice Amount and Liquidated Damages Amount at the line item levels, with totals displayed at the header level. Provide ability for users to see Project Cost Elements defined on the PO.

**Estimated Hours:** 96 hours

- Provide a process to allow the Port to update the new invoice fields on existing invoices.

**Estimated Hours:** 32 hours

### **Data Extracts for CMS**

1. **Data Extracts:** Extract data from various ADPICS files for use in the CMS.

**Estimated Hours:** 96 hours

### **Additional Services:**

- Provide consulting and development services to perform additional modifications to ADPICS and related systems (e.g EZ FAMIS) to support the Port's CMS. Such services will be performed at the direction of the Port, and require advance authorization.

**Estimated Hours:** 208 hours

## **Schedule and Fees**

Cardon is available to begin work on the proposed services beginning the first week of February 2009. Services will be provided at the rate of \$150 per hour, plus reimbursable travel expenses. Monthly invoices will be provided for actual hours worked and for reimbursable travel expenses, and are due within 30 days of receipt.

Based on the data collected in Phase 1 of the project, we estimate a total of 392 hours is required to complete the ADPICS modifications, with estimated fees (exclusive of travel expenses) of \$58,800. The available pool of hours for additional services is 208 hours, totaling \$31,200. The total proposal is \$90,000.



## Staffing

Cardon proposes the following staff for this project.

- **Donna Wukasch:** Donna has over 17 years of public sector experience, including more than 12 years working with the financial management and procurement systems used by the City. Donna has worked with the City on various projects, and is familiar with the City's systems and business processes. Donna will serve provide functional support, and will manage the project.
- **Caryn Jenney:** Caryn has over 19 years of experience in the public sector with a focus in the design, development, implementation, and maintenance of the financial management and procurement system used by the City. Caryn has provided services to the City on several projects over the past 16 years, and has an in-depth knowledge of the City's systems environment. Caryn will serve as the technical lead on the project.

## Assumptions

- Most work shall be performed offsite, in coordination with the Port.
- If the Port requires that work be performed onsite, the Port shall reimburse Cardon for all reasonable travel expenses.
- The Port shall provide remote access to all Cardon resources providing the support services, at no cost to Cardon.

Cardon is committed to the success of your project, and we are confident that we can provide the services the Port needs in a very cost-effective manner. We look forward to working with the Port as a partner on this and future projects. Please feel free to contact me to discuss any questions you might have.

Sincerely yours,

Donna Wukasch  
Manager  
954-693-4991  
[donna@cardonsolutions.com](mailto:donna@cardonsolutions.com)

c: Caryn Jenney

**Cost  
Proposal to**



**In Response to**

**RFP #FM 09-014  
Production Maintenance of FAMIS,  
BPREP, ADPICS, FAACS,  
SYSTEMWIDE, EZ FAMIS Software**

**February 26, 2009  
4:00 p.m. PT**



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





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# 1 Overview

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## 1.1 Fees for Services

Cardon Solutions, LLC (Cardon) proposes to provide up to 1,800 hours of support services (described in detail in the Technical Proposal) for the 18-month period commencing on April 1, 2009 and ending on September 30, 2010. We understand that the City expects to utilize approximately 100 hours each month, but that actual hours worked each month will vary. Regardless of the hours worked each month, Cardon will invoice the City at the beginning of each month for a fixed fee of \$12,500. In the event the City requires services in excess of 1,800 hours for the 18-month contract period, additional hours will be invoiced at the rate of \$125/hour.

For the first optional one-year renewal, Cardon proposes to provide up to 1,200 hours of support services for the 12-month period commencing on October 1, 2010 and ending on September 30, 2011. We understand that the City expects to utilize approximately 100 hours each month, but that actual hours worked each month will vary. Regardless of the hours worked each month, Cardon will invoice the City at the beginning of each month for a fixed fee of \$13,000. In the event the City requires services in excess of 1,200 hours for the first 12-month renewal period, additional hours will be invoiced at the rate of \$130/hour.

For the second optional one-year renewal, Cardon proposes to provide up to 1,200 hours of support services for the 12-month period commencing on October 1, 2011 and ending on September 30, 2012. We understand that the City expects to utilize approximately 100 hours each month, but that actual hours worked each month will vary. Regardless of the hours worked each month, Cardon will invoice the City at the beginning of each month for a fixed fee of \$13,500. In the event the City requires services in excess of 1,200 hours for the first 12-month renewal period, additional hours will be invoiced at the rate of \$135/hour.

Fees in both of the optional renewal years reflect a 4% increase.

## 1.2 Out-of-Pocket Expenses

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



## 2 Cost Summary

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The following table summarizes the proposed costs for this project.

<b>Period</b>	<b>Total Amount</b>	<b>Monthly Amount</b>	<b>Additional Hourly Rate</b>
4/1/2009 – 9/30/2010	\$225,000	\$12,500	\$125
10/1/2010 – 9/30/2011	\$156,000	\$13,000	\$130
10/1/2011 – 9/30/2012	\$162,000	\$13,500	\$135
<b>Total</b>	<b>\$543,000</b>		

