The City of Overland Park, Kansas (subsequently referred to as the City) is requesting proposals for **JD Edwards EnterpriseOne Consulting Services**.

All inquiries concerning this request for proposals should be directed to:

Tim Shipley  
Information Technology Department  
City of Overland Park  
8500 Antioch  
Overland Park, Kansas 66212  
(913) 895-6076

Respondents must submit their sealed proposals to the Overland Park City Clerk at the address listed below not later than **2:00 p.m. on March 28, 2013**. Specifications for this request for proposals may be obtained from the City’s website at [www.opkansas.org/bids-and-proposals](http://www.opkansas.org/bids-and-proposals) or from the Overland Park City Clerk at the following address:

City Clerk  
Overland Park City Hall  
8500 Santa Fe Drive  
Overland Park, Kansas 66212

Proposals may be delivered in person or mailed to the City Clerk. However, any proposal which is mailed but does not reach the City Clerk by the deadline time set forth above will not be accepted.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. No respondent may withdraw his or her proposal for a period of thirty (30) days from the deadline date specified above.
City of Overland Park, Kansas

Request for Proposal

JD EDWARDS ENTERPRISEONE CONSULTING SERVICES
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SECTION A
GENERAL INFORMATION

A1. The City of Overland Park, Kansas is requesting proposals for **JD Edwards EnterpriseOne Consulting Services**.

A2. Specifications for the Consulting Services are included in this Request for Proposal (RFP). All inquiries concerning this RFP should be directed to:

Tim Shipley  
Information Technology Department  
City of Overland Park  
8500 Antioch  
Overland Park, Kansas 66212  
tim.shipley@opkansas.org  
(913) 895-6076

Any clarifications made in response to questions received which could affect a vendor’s response to this RFP will be posted on the City’s website at [http://www.opkansas.org/bids-and-proposals](http://www.opkansas.org/bids-and-proposals). The deadline for providing clarification is 2 p.m. on **March 22, 2013**.

A3. Sealed proposals will be received by the Overland Park City Clerk at the address listed below until **2:00 p.m. on March 28, 2013**. One signed, printed copy must be included, along with one electronic copy on CD/DVD in .pdf or other common format. Proposals must be clearly marked on the outside of the sealed envelope or packaging with the following description: “**JD Edwards EnterpriseOne Consulting Services**”. The mailing address for proposals is:

City Clerk  
Re: JDE Consulting Services  
Overland Park City Hall  
8500 Santa Fe Drive  
Overland Park, Kansas 66212

Proposals may be delivered in person or mailed to the City Clerk. Any proposal which is mailed but does not reach the City Clerk by the date and time set forth above will not be accepted, regardless of postmark.

A4. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. No submitted proposal may be withdrawn for a period of ninety (90) days from the date set for the opening thereof. The City will not be liable for any expense or cost associated with the preparation and/or submittal of a Vendor’s response to this RFP.

A5. **Terms and Definitions**: The following terms are used in this RFP.

- **City**: The City of Overland Park, Kansas, and/or the staff of the City.
- **Consulting Services**: JD Edwards EnterpriseOne Consulting Services as specified in the RFP.
- **Contract or Agreement**: Means the contract or agreement between the City and selected Vendor resulting from this RFP.
- **Proposal**: A response to this RFP which includes the submittal elements as outlined in Section B.
- **RFP**: This Request for Proposal for JD Edwards EnterpriseOne Consulting Services.
- **Vendor or Respondent**: Any company or individual submitting a Proposal in response to this RFP.
A6. **Overview:** The City currently uses several JD Edwards EnterpriseOne modules in support of the Finance functions of the City.

In 2005, the City replaced a coexisting environment of JD Edwards World and OneWorld Xe financial systems by implementing JD Edwards EnterpriseOne version 8.10 modules for Financials (Accounts Receivable, Accounts Payable, Fixed Assets, General Accounting, Budgeting, Job Cost), Foundations Systems (Address Book), and Procurement (Purchasing). There is currently a low level of customization to all of the modules.


Several interfaces currently are being used to automate processing:
- a single, one-way interface from PeopleSoft HRMS to JD Edwards EnterpriseOne for payroll journal entries,
- an interface from another City application (Tidemark Permit Plan) to JD Edwards EnterpriseOne for building permit and licensing fees,
- a “Payee Positive Pay” interface from JD Edwards EnterpriseOne to the City bank for a file of those items that that will be allowed to clear,
- a “Bank Reconciliation” interface from City banks to JD Edwards EnterpriseOne for a file of those items that that have been cleared by the bank, and
- a “Purchasing Card” interface from City banks to JD Edwards EnterpriseOne for a file of transactions made with employee credit cards.

Additionally, an EDI interface is being developed to receive data from a City bank to update Purchase Order information in JD Edwards EnterpriseOne.

The following third-party software is in use:
- Create!Form, by BottomLine Technologies, is used to produce Purchase Orders and Accounts Payable checks,
- Spreadsheet Server and Budget Manager, by Global Software, Inc.
- Crystal Reports for EnterpriseOne and Crystal Reports 10 for PeopleSoft
SECTION B
REQUIREMENTS & GENERAL SPECIFICATIONS

B1. Requirements for a Proposal: Each Proposal submitted must include the following in order to be accepted by the City:

a. Proposal: The information outlined below is the minimum submittal requirement. Vendors may supply additional information if desired. The Proposal, at a minimum, shall consist of:

1. Executive Summary. Each Proposal shall include an introduction to the Vendor’s company and an overview of the Vendor’s response to the RFP. The executive summary should include an outline of services offered by the company, a company history, the number of years the company has been in business, the number of current employees with the company, and any other information about the Vendor that may help the City better understand the company’s capabilities.

2. Description of Consulting Services. Each Proposal must include a description of the Consulting Services offered by the Vendor.

3. Proposal/Pricing and Signature Sheet: Each Proposal must include a completed Proposal/Pricing Sheet as provided in Section C with authorized signature. Pricing should include all recurring and non-recurring costs that the City will incur over the term of the Contract with the Vendor, including startup costs, installation fees, telecommunication costs, labor, travel, overtime, supplies, shipping, feeds, services and any other expense as may be required or necessary to successfully provide the needed services.

4. References: Each Proposal must include three references. Each reference shall include the name of the organization and the name, title and telephone number of a contact person within the organization. The reference information is to be provided on the reference sheet found in Section D.

b. Proposal Exceptions: Exceptions that a Vendor may have to any of the requirements found in this RFP must be fully explained and outlined in the Vendor’s submitted response to the RFP in a separate section under the heading “Proposal Exceptions”.

c. Assumptions: The Vendor shall list any assumptions made in formulating this RFP in a separate section under the heading “Assumptions”. Any questions about the specifications of this RFP should be addressed through the primary contact prior to submitting an RFP response.

d. Additional Information: Additional information not specifically required as a part of the RFP may be provided in a separate section under the heading "Additional Information".

B2. Agreement to Specifications: By submitting a Proposal, Respondent agrees to the specifications presented in this RFP except as noted in respondent’s Proposal Exceptions. The Contract between the City and the selected Vendor will include and fully incorporate this RFP and the selected Vendor’s response.

B3. Agreement: The City will negotiate an Agreement with the selected Vendor and will require that the agreement be in substantially the form set out in Section E, Agreement Template. If an Agreement cannot be successfully negotiated between the City and the selected Vendor within a reasonable time as determined by the City, the City may attempt to negotiate an Agreement with an alternate qualified Vendor.
SECTION B
REQUIREMENT & GENERAL SPECIFICATIONS (Continued)

B4. **Contract Language, Terms and Conditions:** The successful Vendor shall agree to the Contract terms specified in Section E as a precondition to contract execution. The selected Vendor and the City will work together to develop Exhibit A, referenced in “Section I – Scope” of the Agreement, and Exhibit B, referenced in “Section II – Compensation” of the Agreement. All other Contract language must be substantially as shown in the Agreement Template in Section E of this RFP. A responding Vendor’s attention is directed in particular to the following Sections of the Agreement:

a. **Section III – Dispute Resolution.** Note that the City cannot accept an Agreement subjecting the City to arbitration.

b. **Section IX – Non-Discrimination.** As a municipality in Kansas, these conditions are required in all City agreements.

c. **Section XI – Applicable Law, Nonwaiver.** As a municipality in Kansas, all City agreements must be governed by the laws of the State of Kansas.

d. **Section XIV – Insurance Requirements.** The City will require certification of insurance coverage prior to any services being provided by the Vendor.

e. **Section XVI – Cash Basis Law.** As a municipality in Kansas, this condition is required in all City agreements.

Vendors are encouraged to document any additional necessary terms and conditions by including appropriate explanation in the “Proposal Exceptions” section of their response, as described in paragraph B1, item b, above. There will be no opportunity to include such additional necessary terms and conditions into the Agreement if not so documented.

B5. **Tax Exempt:** The City is exempt from taxes as set forth in K.S.A. 79-3606 as a political subdivision, and Proposals should be based accordingly.

B6. **Evaluation Criteria:** The following criteria will be considered in the evaluation of each qualified Proposal received.

a. The Vendor’s model for delivering Consulting Services.

b. The Vendor’s experience with JD Edwards EnterpriseOne Applications, Version 8.10 in particular.

c. The cost to the City for Consulting Services.

d. The completeness of the Proposal response.

e. Proposal exceptions, if any.

f. References and any responses solicited and received by the City.

B7. **Scope of Services:** The City currently has a long-term agreement with a third-party support vendor for JD Edwards EnterpriseOne technical support including patches and fixes, tax & regulatory updates, and other technical diagnostic support services.

The City also desires to enter into an Agreement with a qualified Vendor to provide JD Edwards EnterpriseOne Consulting Services on an as-needed basis in support of ongoing functional and technical operations.

The City desires an initial Agreement for a project not to exceed 80 hours, to provide analysis and advice in the following areas:

- A review and documentation of the current JD Edwards EnterpriseOne architecture,
- CNC Administration coaching and training of City IT personnel,
- Security Administration coaching and training of City IT personnel,
- Best practices for refreshing development and testing environments.

Upon successful completion of the initial Agreement scope, the City, at its sole discretion, may opt to negotiate a subsequent Agreement with the same vendor to provide support for ongoing functional and technical operations, including, but not limited to:

- Periodic assistance with CNC administration,
- Periodic assistance with user Security,
• Periodic assistance to identify and document project requirements,
• If requested, provide consulting services to implement projects.

B8. Vendor Selection Process:
   a. The City’s Vendor evaluation and selection team will include representatives from the Finance, Budget, & Administration Department, and the Information Technology Department (the “Team”).
   b. The Team will review the Proposals received in response to this RFP, and select a maximum of 3 Vendors to interview.
   c. Vendors responding to this RFP may be interviewed by the Team. If selected for an interview, Vendors will be contacted to schedule a time and location for the interview. Interviews may be on-site at the City’s offices, via a web-meeting, or by teleconference call.

B9. Vendor Background:
   a. How long has your company been in existence?
   b. What is your company’s Dunn & Bradstreet number?
   c. Does your company have any pending litigations?
   d. How many clients does your company currently service?
   e. How many clients does your company currently service providing JD Edwards EnterpriseOne consulting?
   f. Does your company have experience working with State and/or Local Government entities?
   g. During normal business hours, whom do we contact for service? How do we make contact?
   h. After normal business hours, whom do we contact for service? How do we make contact?
   i. Describe the process for providing status information and problem resolution timeframes.
C1. Vendor Contact

| Vendor Name: | 
| Contact Name: | 
| Title: | 
| Street Address: | 
| City, State, Zip: | 
| Phone: | 
| Email: | 

C2. Fee Structure:

Vendor price shall include all items and work necessary to provide the described support services as outlined in this RFP. Price shall include all recurring and non-recurring costs that the City will incur over the term of the Contract with the Vendor, including startup costs, installation fees, telecommunication costs, labor, travel, overtime, supplies, shipping, feeds, services and any other expense as may be required or necessary.

Proposals shall not include sales tax/use tax for the State of Kansas.

C3. Vendor Signature

I have reviewed all of the general information and specifications in the RFP, have contacted the City regarding any needed clarifications, and submit this Proposal with a full understanding of the specifications and study requirements. Any exceptions to the requirements and terms of the RFP are clearly identified and outlined in a separate section clearly marked “Proposal Exceptions” as a part of my submittal.

If selected by the City as the Vendor, I agree to abide by the terms and conditions specified in this RFP.

| Company Officer Name: | 
| Title: | 
| Signature: | 
| Date: | 
| Phone: |
## SECTION D
### REFERENCES

1) **Reference Company:**
   - **Address:**
   - **City, State, Zip:**
   - **Contact Name:**
   - **Title:**
   - **Phone:**
   - **Service(s) provided:**

2) **Reference Company:**
   - **Address:**
   - **City, State, Zip:**
   - **Contact Name:**
   - **Title:**
   - **Phone:**
   - **Service(s) provided:**

3) **Reference Company:**
   - **Address:**
   - **City, State, Zip:**
   - **Contact Name:**
   - **Title:**
   - **Phone:**
   - **Service(s) provided:**
This Agreement is made and entered into this __________ day of __________, ______ by and between the City of Overland Park, Kansas, hereinafter referred to as “City”, and _____________________________________, hereinafter referred to as “Contractor”.

SECTION I - SCOPE

Contractor shall provide to the City certain products and services as outlined in Exhibit A, a copy of which is attached hereto and incorporated by reference herein to the City’s complete satisfaction.

SECTION II - COMPENSATION

The City agrees to pay Contractor for the products and services as outlined in Exhibit B, a copy of which is attached hereto and incorporated by reference herein, _________________________ ($0.00). The Compensation will be paid to Contractor as follows:

SECTION III - DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the products delivered and work performed should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties’ express written consent.

SECTION IV - TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at their convenience by giving the other party written notice. Agreement will be terminated on the first day of the month following the month in which a termination notice is received by either party. Any termination shall not relieve the City of its obligations to pay Contractor for services satisfactorily performed through the effective date of termination.

SECTION V - ASSIGNMENT

Parties hereto agree that neither shall assign, sublet or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees and legal representatives.

SECTION VI - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice or similar document relating to services performed, such purchase order or similar document shall be for the City’s administrative purposes only and will not supplement, supersede, modify or affect any of the terms and conditions set forth herein.
SECTION VII - INDEPENDENT CONTRACTOR

Contractor is an independent contractor and as such neither Contractor nor its personnel are agents or employees of the City. Contractor is responsible for payment of any and all federal, state and local taxes.

SECTION VIII - HOLD HARMLESS

Contractor agrees to defend, indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments including but not limited to those for bodily injury, physical property damage and/or death that are caused by the Contractor and within its control and that arise out of Contractor's or any of its agents, servants and/or employees' negligent or intentional acts, or failure to act in the performance of this Agreement. Neither acceptance of the completed work, payment therefore nor expiration or termination of this Agreement shall release Contractor of its obligation under this paragraph.

SECTION IX - NON-DISCRIMINATION AND OTHER LAWS

A. Contractor agrees that:

1. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry or age;

2. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);

3. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;

4. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

5. Contractor shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply if:

(a) Contractor employs fewer than four employees during the term of such contract; or

(b) If Contractor contracts with the City cumulatively total $5,000 or less during the fiscal year of the City.
B. Contractor further agrees that Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

SECTION X - PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION XI - APPLICABLE LAW, NONWAIVER

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

SECTION XII – AGREEMENT TERM

The term of this Agreement shall commence on __________, _______, and shall continue in force through __________, _______ unless otherwise agreed to by the parties. Thereupon, the Agreement will renew automatically for an additional term of __________(____) year(s) unless either party gives written notice of intent to terminate thirty (30) days prior to the date the term expires.

SECTION XIII – SUBCONTRACTORS

Contractor shall not subcontract any of the work or services required by this Agreement without the prior written approval of the City. Should Contractor request and the City agree to work being subcontracted, Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by said sub-contractors, as Contractor is for the acts and omissions of the persons it directly employs.

SECTION XIV - INSURANCE REQUIREMENTS

(a) Contractor shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein and as may be necessary to protect Contractor against all hazards or risks of loss, whether such hazards or risks be generated by Contractor or any of its agents. Contractor shall provide certificates of insurance and renewals thereof on forms approved by the City. Contractor or its insurer shall endeavor to notify the City at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

(b) **Commercial General Liability**

| Each Occurrence: | $ 500,000 |

- 12 -
Personal & Advertising Injury: $ 500,000
General Aggregate: $ 500,000

(c) **Automobile Liability** -
Policy shall protect Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, if any, and hired and/or non-owned vehicles.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section.

(d) **Workers' Compensation and Employer's Liability** -
This insurance shall protect Contractor against all claims under applicable state Workers' Compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

<table>
<thead>
<tr>
<th>Workers' Compensation:</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers' Liability:</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>$100,000 each accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 policy limit</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$100,000 each employee</td>
</tr>
</tbody>
</table>

(e) **Professional Liability** –
This insurance shall protect the Contractor against claims for damage arising from the work performed by Contractor as specified in Section I. The limits of protection shall be $1 million per claim.

(f) **Industry Ratings** –
The City will only accept coverage from an insurance carrier who offers proof that it:
(1) Is licensed to do business in the State of Kansas;
(2) Carries a Best's policy holder rating of A- or better; and
(3) Carries at least a Class VIII financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

Certification of insurance coverage in subparagraphs (b) & (c) above shall be on a Standard Acord Certificate of Liability Insurance form. Unless otherwise specified, City shall be shown as an additional insured on all general and automobile liability policies of insurance.

(g) **Subcontractors' Insurance** If a part of the Agreement is to be sublet, Contractor shall either:
(1) Cover all subcontractors under its insurance policies;
or
(2) Require each subcontractor not so covered to secure insurance which will protect against all applicable hazards or risks of loss as, and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors. The provisions of this Agreement shall not be operative until...
proof of insurance is submitted to City.

SECTION XV – ADJUSTMENT TO CONTRACT TERMS

Changes to the terms of this Agreement may be made only in writing and must be approved by the City and Contractor. Should a decision be made to amend the terms of this Agreement, the City and Contractor must mutually agree in writing to the amended terms.

SECTION XVI – CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

SECTION XVII - SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
SECTION XVIII - EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS  {contractor}

Carl R. Gerlach  Name
Mayor  Title

Date  Date

APPROVED AS TO FORM:

Tammy M. Owens  
Deputy City Attorney