

PROFESSIONAL SERVICES AGREEMENT  
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this 12th day of September, 2013 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and Schafer Consulting, a California corporation (“Consultant”).

**WITNESSETH:**

- A. WHEREAS, City proposes to have Consultant perform Municipal Financial and Human Resources System (ERP) implementation services, as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

**2.0.**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and is incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against City for, or on account of any liability under any

of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. As compensation for the provision of products and services outlined in Exhibit "A" and in accordance with this Agreement, City shall pay Consultant the hourly unit rates, job rates and/or delivery rates set forth in Exhibit "A" and as applicable to the job/project, but not to exceed a total of Twenty-Seven Thousand Eight Hundred Forty Dollars (\$27,840).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of four (4) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to three periods of one (1) month each. The City shall give notice to Consultant of its intention to exercise such option at least 10 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of

the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Schafer Consultanting, Inc.  
34179 Golden Lantern, Suite 105  
Dana Point, CA 92629  
Tel: (949) 388-4577  
Fax: (949) 292-7718  
Attn: Nancy Schafer,  
President/Owner

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-5156  
Fax: 714-754-5330  
Attn: Finance Director

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing,

hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers).

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing. The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11 PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate

description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.


6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

  
\_\_\_\_\_  
CEO of Costa Mesa


Date: 9/12/13

CONSULTANT


  
\_\_\_\_\_  
Signature

Date: 8/29/13

Nancy Schafer, President  
\_\_\_\_\_  
Name and Title


  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney


Date: 09/12/13

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Management

Date: 9/12/13

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Finance & IT Director

Date: 09.05.2013

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**

**SCHAFER  
CONSULTING**

**RFP PROPOSAL**

for

**CITY OF COSTA MESA**

**MUNICIPAL FINANCIAL AND HUMAN RESOURCES SYSTEMS  
IMPLEMENTATION  
SUPPORT SERVICES**



**PRESENTED TO:**

Bobby Young  
Director of Finance & Information Technology

**SUBMITTED BY:**

Schafer Consulting  
34179 Golden Lantern, Suite 105  
Dana Point, CA 92629  
Phone: (949) 388-4577  
snewman@schaferconsult.com

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## A. LETTER OF TRANSMITTAL

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Dear Bobby:

Thank you for calling me today and providing my company with the opportunity to submit a proposal to support your upcoming Municipal Financial and Human Resources System (ERP) implementation project.

Schafer Consulting has extensive experience in guiding their clients in the successful implementation and project management of ERP projects. As part of our services, we will advocate on behalf of the City of Costa Mesa (the City) to manage the project, provide verification and validation of configuration decisions as suggested by the software vendor and oversee quality control throughout the project. Optionally, we could also provide data conversion assistance, change management and develop test scripts as well as end user training documentation.

We are best qualified to perform this engagement due to these reasons:

- **Focus on Municipal Government Agencies** – The primary focus of our businesses is municipal government organizations, especially those that are located in California.
- **Local Presence** – We are a southern California-based company that has been in business for over thirteen years. For this reason, we understand the unique issues and political environment under which California agencies have to operate, we understand compliance and reporting requirements, we will be able to provide “lessons learned” from working with other California public agencies, and we can efficiently deploy resources due to our local presence. Our local presence will also result in significant savings for the City.
- **Staff Experience** – Our proposed consultants all have a minimum of 15 years of government experience and have been exclusively involved in all aspects of ERP projects from feasibility assessments, planning, and procurement to installation, implementation and project management.
- **Business Practice** – We are committed to understanding our client’s technical, organizational, and business challenges and developing practical, proven solutions to meet their business objectives. We strive to exceed expectations and foster lasting relationships through excellence, integrity and innovation.
- **Continuing Education** – Schafer Consulting is committed to remaining current with the latest technology and government trends. Our staff is trained on the latest information technology and attends classes offered by the PMI, software vendors and other continuing education organizations to ensure that we provide the highest level of profession services and the most effective means of managing software implementation projects.
- **Commitment to Excellence** – Schafer Consulting has excellent references from current and past clients.

Below is our contact information.

<b>Name of Proposer:</b>	Schafer Consulting, Inc.	<b>Name of Authorized Personnel:</b>	Nancy Schafer
<b>Address:</b>	34179 Golden Lantern, Suite 105 Dana Point, CA 92629	<b>Title:</b>	President/Owner
<b>Email Address:</b>	<a href="mailto:Nschafer@schaferconsult.com">Nschafer@schaferconsult.com</a>	<b>Phone Number:</b>	949-388-4577 or 949-292-7718

We are excited about the opportunity of working with the City and sincerely look forward to making a presentation to demonstrate our capability and our approach.

Sincerely,



## B. PROJECT UNDERSTANDING

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We understand that the City has recently issued an RFP to purchase a new Municipal Financial and Human Resources System. Included in the scope are 11 required and 2 optional modules. The City desires to go live on General Ledger by 12/31/13 and the remaining modules by 3/31/14.

In order to ensure that the City selects the most suited software vendor, the City would like to hire an experienced firm to provide software evaluation and selection services, which may include proposal review, development of demonstration scripts, facilitation of software demonstrations, tabulation of results, and contract management.

During the software evaluation phase, we will work under the direction of the City's Project Manager to ensure the project is on schedule, within budget and completed in accordance with the satisfaction of the City.

The key milestones of our approach are as follows: *(Please note that these milestones could be modified to correspond to those proposed by the selected software vendor.)*

- ✓ Project Initiation - Conduct a kick off meeting with the City's project team to go over project approach, timeline, expectations, and roles and responsibilities. This kick off meeting will also allow Schafer Consulting to introduce their consultants, identify the communication and escalation process and form a project team.
- ✓ Evaluation of Proposals – Evaluate proposals, tabulate cost and work closely with the City to come up with shortlisted vendors.
- ✓ Evaluation Criteria – Define selection criteria and create scoring templates that reflect the established rules.
- ✓ Demonstration Scripts – Work with various City personnel to develop demonstration scripts that reflect the business processes of the City.
- ✓ Software Demonstration Management – Facilitate the onsite software demonstration for those vendors who were shortlisted after the proposal evaluation process.
- ✓ Reference Checking – Conduct reference checking by utilizing our reference questionnaire.
- ✓ Site Visits – Facilitate the site visits by developing a site visit agenda and scheduling the visits. At the conclusion of the visits, document all the findings.
- ✓ Contract Negotiations – Assist with the contract negotiations process by reviewing the proposed project schedule, license costs, scope of work, service rates, on-going maintenance, roles and responsibilities, and scope change processes.



## C. QUALIFICATIONS

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### 1. QUALIFICATIONS OF THE FIRM

**Schafer Consulting:**

Schafer Consulting is a minority, woman-owned firm founded in 1999 to provide Management and Information Technology consulting services exclusively to the public sector. Ms. Nancy Schafer, C.P.A. leads this firm of highly experienced financial and IT consultants dedicated to the assessment, evaluation, selection, project management and implementation of ERP systems.

We are a privately held corporation that has been in business for over thirteen years providing services that are similar to those requested by the City. Prior to that, our senior managers worked as former finance officers of several California/Nevada county agencies and cities. Our corporate office is located in Dana Point, California, where our consultants work on a variety of business consulting, IT and ERP selection and implementation projects.

We have provided project management services to many government organizations; enabling their organizations to move their ERP systems and business processes to integrated, real-time, cost and time efficient, internet-enabled operations. 100% of our projects have resulted in successful completion and have been on time and on (or under) budget.

A partial list of our current and past clients within the last ten years is provided below:

City of Santa Rosa, CA	City of Kingston, Ontario Canada
City of Little Rock, AZ	City of Fullerton, CA
City of Del Rio, TX	City of Nashua, NH
City of Lee's Summit, MO	City of Carlsbad, CA
The Supreme Court of Louisiana, LA	Contra Costa Transportation Authority, CA
Transportation Corridor Agencies, CA	LA County Metro Transportation Authority, CA
Macomb County, MI	Salt Lake County, UT
Brown County, WI	Cherokee Nation, OK
Choctaw Nation, OK	Oakland Independent School District, CA
Austin Independent School District, TX	Southfield Public Schools, MI
Milwaukee Public Schools, WI	San Joaquin Regional Transit District, CA
Transbay Joint Powers Authority, CA	Riverside County Transportation Commission
St. Croix County, WI	New Orleans Redevelopment Authority, LA
Central Basin Water District, CA	Olivenhain Municipal Water District, CA
Elsinore Valley Municipal Water District, CA	Jurupa Community Services District, CA
West Basin Municipal Water District, CA	Metro Reclamation Water District of Greater Chicago
Midpeninsula Regional Open Space District	

### 2. TEAM QUALIFICATIONS

To successfully meet the objectives of this engagement, Schafer Consulting will offer a team of seasoned consultants, including an Engagement Manager, a Project Manager, and two application consultants, to address the needs and challenges facing the City.

***Nancy Schafer, CPA – Engagement Manager***

Nancy Schafer has been continuously involved in the financial, accounting and management profession since 1981. She received her Bachelor of Science degree from California State University at Fullerton.

She began her career with the international public accounting firm of Peat, Marwick, Mitchell & Co. where she gained her auditing experience by working in government, non-profit and service industries. After her staff years, she moved to another international public accounting firm, Coopers & Lybrand, where she had the opportunity to manage several dozen large government audit engagements. These ventures led her to join two transportation authorities, where she was involved in all aspects of finance and administration. She supervised a large financial staff to process accounting transactions, developed budgets, administered grant, contract and treasury functions, prepared financial statements, created and documented internal controls and procedures, coordinated audit activities with external auditors and funding agencies, implemented financial management systems and tracked construction project costs.

In 1999, Ms. Schafer established her own consulting firm and recruited several former employees who had participated in implementation and process re-engineering projects. Having gone through implementation projects from both sides of the fence has allowed Ms. Schafer and her senior members to be sensitive to client needs and to anticipate problems that may surface during the course of a project.

Ms. Schafer will direct the Schafer team on all administrative, contractual and quality assurance activities. She will define the roles and responsibilities of all key members and is dedicated to the entire term of the project. Her role as the “sponsor” of the project will help ensure that the project is successful. She is responsible for meeting the overall goals and facilitating the decision-making process and recommendations for all aspects of the project.

***Iris McGee – Project Manager/Senior Financial Application Consultant***

Iris McGee has been continuously involved in the financial, accounting and management consulting profession since 1993. She received her Bachelor of Science degree from California State University at Fullerton.

She began her career with the Orange County Transportation Authority (OCTA) where she gained her accounting, information technology and writing experience. She started as a staff accountant in charge of fixed assets and later moved to Financial Reporting and General Accounting. She has been involved with several major software implementation projects where she monitored project status and documented project milestones. Due to her excellent verbal and written communication skills, she became actively involved with the development of training materials, policies and procedures, user manuals and Board presentations. She spent another two and a half years working for the Alameda Corridor Transportation Authority (ACTA) where she was in charge of the preparation and presentation of financial statements, cash and investment reports, and various other required reports for federal, state, county and local governmental agencies. In addition, she developed policies and procedures for grant requisition, budget, encumbrance and travel. She was responsible for editing Board Reports, Budget Reports, Monthly Financial Summary Reports, Quarterly Status Reports to the Federal Highway Administration and Public Affairs Reports.

Iris McGee has been working for Schafer Consulting since its inception in the capacity of either a Project Manager or Financial Application Consultant. Some of her California clients include:

- City of Irvine
- City of Fullerton
- Riverside Transportation Commission
- City of Santa Rosa



- City of Carlsbad
- Transportation Corridor Agency
- Los Angeles Metro
- Jurupa Communities Special District
- Olivenhain Municipal Water District
- Central Basin Municipal Water District
- Elsinore Municipal Water District
- Contra Costa Transportation Authority
- Transbay Joint Powers Authority

Due to Iris' local presence, she will be assigned as the Project Manager and also application support for General Ledger, Budget, Cash Receipts, AR, AP, Purchasing/Encumbrances, Inventory, Fixed Assets, Bank Reconciliation and Project Management.

*Mark Vos – Senior HR/Payroll Technical Consultant*

Mark has over 9 years of experience in the planning, analyzing, designing, developing, implementation and customer service of ERP systems, specializing in Human Resources and Payroll. His background in technology includes extensive expertise in business and application process re-engineering. He utilizes his extensive government experience to bring proven, reliable solutions to customers. Mark received his Master Degree in International Management from the University of Cologne, Germany, and Bachelor's Degree in Strategic Management from the University of Rotterdam, the Netherlands.

He began his career working for a Dutch Logistics firm first in the capacity of Assistant Director and later on was promoted to Director. After moving to the United States, Mark worked as an implementation consultant in the areas of Human Resources and Payroll for an ERP software vendor, SunGard. After several years in that position, he was promoted to head up the Account Management Team, where he managed 8 Customer Service Managers. Shortly after SunGard's reorganization, Mark further promoted as the Product Manager for the entire ERP suite that is now geared specifically for the public sector. Mark is currently working for Schafer Consulting performing a variety of Human Resource/Payroll consulting projects, including needs assessment, implementation, trouble shooting and evaluation of Human Resources applications.

Mark will provide application support for the functional areas of Payroll, On-line Time Reporting, and Human Resources/Benefits Administration.

We also have other consultants available to assist in the other above-mentioned areas.



▶ **Nancy Schafer**  
Engagement Manager

### EXECUTIVE SUMMARY

Nancy Schafer has been working in the financial management and consulting profession for over twenty years. She began her career with the international public accounting firms of Peat, Marwick, Mitchell & Co. and Coopers & Lybrand where she gained her auditing experience by working in government, non-profit and service industries. These ventures led her to join two transportation authorities, where she was involved in all aspects of finance and administration, including budget development, financial reporting, grant management, contract management, asset management, and revenue management. She was responsible for the implementation of both agencies' financial management systems. In 1999, Ms. Schafer established her own consulting firm that specializes in systems evaluation, selection, management and implementation. She has been involved in over 40 software implementation projects in the capacities of Engagement Manager, Project Manager and Senior Business Consultant.

### INDUSTRIES AND EXPERTISE

#### Industries:

Public Sector – Cities, counties, school districts, transportation/transit agencies, courts, water districts, redevelopment agencies and tribal nations

#### Functional Expertise:

General Ledger, Project Accounting, Grants Management, Contract Management/Purchasing, Budget, Licensing and Permitting, Encumbrances, Inventory, Accounts Payable, Accounts Receivable, Utility Billing, Fixed Assets, Human Resources, Payroll and Reporting.

### WORK EXPERIENCE

- ▶ Schafer Consulting, Orange County, CA  
*President*

As owner: Manage all aspects of the company, including resource planning, business development and administration

Other Roles: Managed ERP/CIS/FIS/HRIS system evaluation, selection, and implementation projects. Tasks include needs assessment, requirements definition, development of RFP's, development of software demonstration scripts, contract negotiations, system configuration, data conversion, training, testing and post implementation support. Familiar with Tier 1 and Tier 2 vendors.

- ▶ Alameda Corridor Transportation Authority, Carson, CA  
*Finance Director*

Responsibilities: Managed all aspects of the finance, administration, technology and human resources for the Authority

Accomplishments: Implemented Financial Management System, developed a comprehensive set of policies and procedures, involved in the issuance of \$2.1 billion of revenue bonds

- ▶ Orange County Transportation Authority, Orange County, CA  
*Manager of General Accounting and Financial Reporting*

Responsibilities: Managed nine staff in the areas of financial reporting, general accounting, coordination of internal and external audits, treasury accounting, accounts payable, revenue management and fixed assets

Accomplishments: Designed treasury functions after the Orange County bankruptcy; implemented Financial Management System; provided assistance in the development of the in-house payroll system; updated all policies and procedures; ensured all funding sources, bank and investment accounts are in balance; tracked all funding sources; provided guidance in the development of the cost allocation plan; and ensured accurate interfaces from fleet, work orders, farebox, fuel and asset management systems

- ▶ Coopers & Lybrand, Los Angeles, CA  
*Audit Senior, Audit Supervisor*

Responsibilities: Supervised financial and operating audits for various government, higher education, and non-profit organizations

- ▶ Peat, Marwick, Mitchell & Co., Newport Beach, CA  
*Auditor*

Responsibilities: Performed financial and operating audits for various government, special districts, higher education and non-profit organizations

#### **KEY CLIENTS AND PROJECTS**

- ▶ Washtenaw Intermediate School District, MI
- ▶ City of Santa Rosa, CA
- ▶ Salt Lake County, UT
- ▶ The Supreme Court of Louisiana, LA
- ▶ Elsinore Valley Municipal Water District, CA
- ▶ City of Fullerton, CA
- ▶ City of Lee Summit, MO
- ▶ City of Little Rock, AR
- ▶ Riverside County Transportation Commission, CA
- ▶ St. Croix County, WI
- ▶ Oakland Unified School District, CA
- ▶ Austin Independent School District, TX

#### **EDUCATION**

- ▶ BA, California State University, Fullerton, CA  
Business Administration with emphasis in Accounting

#### **AFFILIATIONS AND CERTIFICATIONS**

- ▶ Certified Public Accountant (inactive), California



► Iris McGee  
Senior Business Consultant

## EXECUTIVE SUMMARY

Iris McGee has been working in the ERP, financial, accounting and management consulting profession since 1993. She began her career with the Orange County Transportation Authority (OCTA) where she gained her accounting, information technology and writing experience. She spent another two years working for the Alameda Corridor Transportation Authority (ACTA), a joint powers authority between the Ports of Los Angeles and Long Beach, where she was in charge of preparing financial statements, cash and investment reports, coordinating accounting records between ACTA and the two ports, developing policies and procedures and implementing the ACTA's financial management system. Since then, Ms. McGee has been in consulting, working on a variety of management consulting, software evaluation, selection and implementation projects.

Ms. McGee is a well-organized, highly motivated and results-oriented individual with the proven ability to effectively guide and support others.

## INDUSTRIES AND EXPERTISE

### Industries:

Public Sector – Cities, counties, transportation/transit agencies, courts, water districts, school districts, redevelopment agencies and tribal nations

### Functional Expertise:

General Ledger, Project Accounting, Grants Management, Contract Management/Purchasing, Fixed Assets, Inventory, Accounts Payable, Licensing and Permitting, Accounts Receivable, Utility Billing, and Fixed Assets

## WORK EXPERIENCE

- Schafer Consulting, Orange County, CA  
*Project Manager / Senior Consultant*

Responsibilities: Performed and managed system evaluation, selection, and implementation projects. Tasks include needs assessment, requirements definition, development of RFP's, development of software demonstration scripts, contract negotiations, system configuration, data conversion, training, testing and post implementation support. Familiar with Tier 1 and Tier 2 vendors.

- Alameda Corridor Transportation Authority, Carson, CA  
*Senior Finance and Implementation Analyst*

Responsibilities: Prepared and presented financial statements, cash and investment reports and various other required reports for federal, state, county and local government agencies; coordinating accounting records with both the Port of Los Angeles and Port of Long Beach; developed policies and procedures for grant acquisition, budget, encumbrance and travel;

edited Board Reports, Budget Reports, Quarterly Status Reports to the Federal Highway Administration and Public Affairs reports; Developed the agency's webpage

- ▶ Orange County Transportation Authority, Orange County, CA  
*Fixed Assets Accountant and Implementation Specialist*

Responsibilities: Tracked and managed fixed assets; implemented several software applications, including a Financial Management System, where she monitored project status and documented project milestones; actively involved with the development of training materials, policies and procedures, user manuals and Board presentations

#### KEY CLIENTS AND PROJECTS

- ▶ Washtenaw Intermediate School District, MI
- ▶ Austin Independent School District, TX
- ▶ Oakland Unified School District, CA
- ▶ Milwaukee Public Schools, WI
- ▶ Brown County, WI
- ▶ St. Croix County, WI
- ▶ Macomb County, MI
- ▶ City of Lee Summit, MO
- ▶ Salt Lake County, UT
- ▶ The Supreme Court of Louisiana, LA
- ▶ Elsinore Valley Municipal Water District, CA
- ▶ Contra Costa Transportation Authority, CA
- ▶ City of Fullerton, CA
- ▶ City of Little Rock, AR
- ▶ Riverside County Transportation Commission, CA

#### EDUCATION

- ▶ BA, California State University, Fullerton, CA  
Business Administration with emphasis in Accounting



► Mark Vos

Senior HR/Payroll Technical Consultant

**EXECUTIVE SUMMARY**

Mark Vos is an ERP technical professional with expertise and experience in all aspects of human resources and payroll functions, including employee benefits management, personnel administration, learning management, absence management, PERS, workforce management, position control, succession management, performance evaluation, communication, and change management. He has the ability to look at problems from the customer's point of view and align their organizational culture and business processes to the implemented solution. He has repeatedly exceeded customer expectations and increased the efficiency of tracking and maintaining human resources and payroll data. He is experienced with the following business initiatives:

- ERP implementation
- Project Management
- Work flow/process re-engineering,
- Needs analysis
- Business integration analysis
- Customer Service/Help Desk Support

Mark possesses excellent communication and interpersonal skill and is comfortable interacting with all levels executives, management, employees, and vendors.

**INDUSTRIES AND EXPERTISE**

**Industries:**

School districts, cities, counties, and manufacturing

**Functional Expertise:**

Human Resources, Payroll, Employee Online, Applicant Online, Workflow, Custom Business Rules, Dashboard, Purchasing, Accounts Payable, Bank Reconciliation, Inventory, Accounts Receivable, Work Order, Budgeting, Position Budgeting, and General Ledger.

**Technical Proficiencies:**

MS Office, MS Project, IFAS/BusinessPLUS, eFinancePLUS, .NET Visual Basic, ASP, HTML, VBScript, Javascript, Salesforce, FeaturePlan, Sencha, Titanium, CSS3.

**WORK EXPERIENCE**

- Schafer Consulting, Orange County, CA  
*Senior HR/Payroll Technical Consultant*

Responsibilities: ERP/HRIS system evaluation, selection, and implementation projects. Tasks include needs assessment, requirements definition, development of RFP's, development of software demonstration scripts, contract negotiations, system configuration, chart of accounts development, preparation of Request for Proposals, data mapping, data conversion, training, testing and post implementation support.

▶ SunGard K-12 Education, Chico, CA  
*Product Manager Finance/Human Resource Applications*

- Managed entire ERP suite of applications from market need identification to internal & external product launch. Prioritize and direct Product Development's activities to maximize sales revenue and operating income.
- Shifted product market strategy to serve the entire US K-12 school district market and increase investment in both products. Analyze competitor offerings and market direction. Provide Sales with tools to leverage company, service, and product strengths in the sales process.
- Establish and use customer advisory committees to create direct customer input & impact on product development and ensure customer satisfaction.

*Director of Account Management*

- Manage 8 FTE in the areas of Customer Relationship Management, Project/Implementation Management (Add-On Sales, Upgrades, and Migrations), and Product Advisory/Sales.
- Shifted Account Management Department from purely reactive escalation management to proactive customer satisfaction management, dedicated project management and sales revenue generation. Developed Customer Management tools that enabled Account Managers to have a 360° view of their

*IFAS/BusinessPLUS Human Resource/Payroll Implementation Consultant*

Met minimum billable requirement (65%) within 4 months. In 2006 an average of 125% billable hours. School District K-12 Payroll Teacher Contract specialist. Proposed product functionality changes for payroll contract functionality which were successfully incorporated into the product. Quickly expanded knowledge areas to Self Service modules Employee Online and Applicant Online, as well as Productivity tools Click, Drag & Drill Report Writing and Dashboard.

▶ Gebo B.V./Gebo Badline B.B. Ede, The Netherlands

Managed \$28 million in annual revenue, 275 customers, 16 vendors and provided leadership to 55 employees. Negotiated budgets with shareholders, prepared monthly shareholder reporting, and lead semi-annual shareholder meetings. Managed a 50/50 joint venture of a Spanish bathroom vanity manufacturer. Extended Ceramic Visions product lines and developed private label Ceramic Visions products. After takeover by a competitor, managed transition to merge financial administrations, procurement, and logistics, while keeping the employee base focused on their goals.

**KEY CLIENTS AND PROJECTS**

- ▶ Orange County Department of Education, CA
- ▶ Yuba County Office of Education, CA
- ▶ St. Johns County School District, FL
- ▶ Washoe County School District, NV
- ▶ City of Irvine, CA

**EDUCATION**

Msc.B.A. Strategic Management, University of Rotterdam, The Netherlands 1987 - 1993  
Master's in International Management, University of Cologne, Germany 1992 - 1993

Microsoft Certified Application Developer .NET Visual Basic (MSCAD) 2003  
Professional in Human Resources (PHR) 2004  
Scrum Master (Scrum Alliance)

## D. PROJECT APPROACH

Below, we describe our approach and methodology for accomplishing the activities that may be required by the City. All deliverables and work products will be subject to the review and approval by the Steering Committee and the City's Project Manager before they are finalized and before the project team proceeds to the next task of the project. Our methodology has been built on the "Best Practices" gained from participating in the software evaluation processes for other similar projects. We believe that establishing a strong project structure from the onset is the best way of ensuring achievement of the project goals. The following is a brief description of the building blocks for defining a successful project structure.

### **Project Initiation**

At the onset of the project, we will meet with the City to establish lines of communication and develop a common understanding of project expectations. The project scope will be the foundation on which the project schedule, and resource plans are built. We will focus on establishing agreement on the outcome of the project and discuss the changes that will occur upon completion of the project. The meeting will enable us to:

- Introduce Schafer and City project team members and to discuss our basic approach to the project.
- Organize the project team
- Fine-tune the project timeline to include tasks, milestones, deliverables, and roles and responsibilities.

A critical aspect of our approach is the project Kick-off Meeting. The kick-off meeting will be held to communicate our approach to all key stakeholders and project team members. Clearly communicating team responsibilities and authority at the project outset will minimize the risks of delays. The meeting will also enable us to introduce the proposed team members from Schafer Consulting.

### **Deliverables:**

We will develop a project workplan that includes a timeline, roles and responsibilities of the City and Schafer Consulting and a list of the team members. We will also develop a PowerPoint presentation for the Kick off Meeting.

### **Evaluation of Proposals**

Proposals that meet the basic requirements established in the City's RFP (i.e.: deadline for submission and format requirements) would undergo an evaluation process. The ultimate goal in proposal evaluation is to select the vendor that offers the best value to meet the needs of the City. Best value does not necessarily mean lowest price, but it does mean best price for the services and products offered. The tasks we undertake in proposal evaluation are crucial and comprise of the following:

- ✓ Establish an evaluation committee made up of City and Schafer Consulting representatives. Committee members may also include system experts in the areas of application functionality, application programming, database administration and system analysis.
- ✓ Evaluate proposals received from vendors based upon the criteria established in the software selection section below.
- ✓ Identify a shortlist of vendors that provide the best solutions.
- ✓ Tabulate costs from each of the short-listed proposals.



- ✓ Facilitate a meeting with the evaluation committee to confirm final evaluation and scoring in order to come up with a short list of vendors for software demonstration.

One of the key tools we use to evaluate proposals is our proposal evaluation scorecard. This spreadsheet has been developed to facilitate the scoring and evaluation of proposals based on each of the key evaluation factors, as cited below. The spreadsheet has been built to allow for the weighting of scores for each factor based upon the City's evaluation and award criteria. The completed scorecard will allow for a side-by-side comparison of scores for each vendor in order to facilitate the selection process.

### **Evaluation Criteria**

In selecting the best software solution, we will consider the following:

- ✓ Quality, clarity and responsiveness of proposal in conformance with instructions, conditions and format contained herein.
- ✓ Quality of software/implementation services.
- ✓ Functional/Technical requirements.
- ✓ Installation, implementation and training plan.
- ✓ Demonstrated performance of proposed system elsewhere in the public sector; system maintenance, updating and ongoing technical support.
- ✓ Vendor financial stability.
- ✓ Potential product demonstrations and site visits.
- ✓ Cost reasonability and benefit of software solution
- ✓ Provider references regarding adherence to contract terms and conditions
- ✓ Lawsuits or settlements that might have been made
- ✓ Investment levels of the company in improving their product(s) – In other words, the amount the company spends on Research & Development every year. We can compare industry standards against the selected vendor's actual expenditures.
- ✓ Customer service and support reputation of the company – One of the determining factors is whether the company's customer support center has received the prestigious Support Center Practices (SCP) Certification, which measures the effectiveness of customer support using stringent performance standards and industry best practices.
- ✓ Frequency and pattern of software releases

### **Deliverables:**

We will manage the RFP evaluation process and provide the City with a completed evaluation scorecard that tabulates the results of the proposal scoring and calculates the vendor's functional requirements scores.

### **Demonstration Scripts**

The onsite software demonstration is the single most important opportunity your organization will have to see the software in action and determine if it is really a good fit with your business operations. In order to truly make this determination, it is critical that the demonstrations follow a set of scripts that reflect the business transactions being performed at the City. In this controlled environment, you will be able to dictate what you desire to see versus what the vendors want you to see.

To help the City get the most out of the demonstration process, Schafer Consulting will work with the subject matter experts at the City in each of the eleven functional areas to develop the scripts. Using our sample script template as a starting point, we will tailor the scripts to your organization by incorporating those requirements already identified by the City as having a high level of importance, gathering additional information about the City's most commonly processed transactions and by encouraging workshop attendees to suggest real life examples.

### **Deliverables:**

A comprehensive list of software demonstration scripts by functional area will be developed, along with a potential list of questions to ask the vendors during their onsite visit.

## **Software Demonstrations Management**

For the short listed vendors, we will arrange on-site software demonstrations to include "hands-on" software availability for City personnel. Schafer Consulting will perform the following activities in facilitating the vendor demonstrations:

- ✓ Notify short listed vendors and coordinate proposal demonstration schedule
- ✓ Develop an evaluation checklist and scoresheet for use during vendor demonstrations/interviews.
- ✓ Prepare a demonstration evaluation scorecard and instructions to evaluators.
- ✓ Tabulate demo scores and present findings to the City.
- ✓ Ensure that we identify security issues, if any
- ✓ Ensure that we identify technical issues and limitations
- ✓ Provide opportunity for the software vendor to describe their training approach to ensure that it meets the requirements of the City.

We will utilize a demonstration-scoring template to evaluate the results of the software demonstrations. This spreadsheet allows for the weighting of scores based on the importance of each scorer. After all scores have been entered into the scoring template, the spreadsheet will provide a comparison of weighted scores by module for each vendor to allow for a side-by-side comparison. In addition, it will summarize all scores and provide an overall demonstration score and ranking for each vendor.

### ***Deliverables:***

We will manage the software demonstration process and provide the City with an evaluation scorecard that tabulates the results of the demo scoring from the City's attendees.

## **Reference Checking**

Schafer Consulting will assist the City with reference checking by utilizing our Vendor Reference Questionnaire, which has over 40 pertinent questions about the vendor, including:

- Contact information
- Description of project
- Size of project
- System and environment information
- Description of their vendor selection process
- Description of their implementation (including lessons learned)
- System functionality (user acceptance, ease of use, gaps, etc.)
- Post production support
- Quality of assigned consultants
- Quality of maintenance and support
- Ability to stay within budget
- Overall assessment

Once we complete the reference checking, then we will tabulate our results and incorporate them into the overall scoring.

### ***Deliverables:***

We will assist with reference checking and complete the questionnaire for each shortlisted vendor. We will also tabulate results and present the final scoring to the evaluation committee.

## **Site Visits**

The City may wish to further validate its selection decision by conducting site visits to similar organizations that use the same ERP solution in a live environment. The site visits will enable the City to talk directly to the users without any intervention from the software vendor. We can optionally assist the City in contacting similar agencies that have implemented the shortlisted solutions to arrange for on-site visits. As a part of this task, we will setup an agenda and provide a list of topics to cover.

***Deliverables:***

We will provide the City with an overall evaluation scorecard that is tailored to the City's evaluation specifications. The scorecard will present a comparison of how well each vendor scored in each of the City's defined evaluation categories. We will develop software demonstration scripts and quantify results from vendor proposals and software demonstrations.

**Contract Negotiation**

Schafer Consulting will assist with negotiations with the successful vendor to achieve the best terms and conditions for the City. This activity will comprise of the following:

- ✓ Validate optimum contract options with relevant City representatives
- ✓ Assist the City to negotiate with the vendor on business terms such as schedule, license costs, scope of work, number of hours in professional services, service rates, custom work (interfaces, modifications), on-going maintenance, data file conversion, technical support and other system features. During the negotiation process, Schafer Consulting will facilitate a planning meeting with the City and the selected vendor to fine tune the overall project schedule, indicating major and specific project tasks, activities milestones and timeline. This baseline schedule should be attached to the final contract.

## E. REFERENCES

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<b>Jurupa Community Service District</b>	
Project Description	Needs Assessment, Evaluation & Selection ERP System
Address:	11201 Harrel Street, Mira Loma, CA 91752
Contract Duration	April 2010 - Present
Key Contact Name, E-mail, Telephone Number:	
Tuan Phan, Information Administrator, office (951) 727-3514, cell (951) 836-9328, tphan@jcsd.us	

<b>Central Basin Municipal Water District</b>	
Project Description	Enterprise Resource Planning System Consulting
Address:	6252 Telegraph Road, Commerce CA 90040
Project Duration	September 2011 – July 2012
Key User Contact Name / Email / Telephone Number	
Albert Plimpton, Project Manager, Albertp@centralbasin.org, 323-201-5500	

<b>City of Fullerton</b>	
Project Description	Conduct Needs Assessment, Develop Requirements, Evaluate and Select ERP and CIS Vendors
Address:	303 West Commonwealth, Fullerton CA 92832
Project Duration	October 2006 to December 2007
Key User Contact Name / Email / Telephone Number	
Dianna Fenton, Director of Accounting, diannaf@ci.fullerton.ca.us, 714-738-6523	

Please note Ms. Dianna Fenton is now Dianna Honeywell. She currently works for the City of Diamond Bar and can be reached at: [dhoneywell@diamondbarca.gov](mailto:dhoneywell@diamondbarca.gov)

<b>Elsinore Valley Municipal Water District</b>	
Project Description	Enterprise Resource Planning System Consulting
Address:	31315 Chaney Street, Lake Elsinore CA 92531
Contract Duration	July 2006 to October 2008
Key Contact Name, E-mail, Telephone Number:	
Margie Armstrong, Director of Finance, <a href="mailto:margie@evmwd.net">margie@evmwd.net</a> , Office: 951-674-3146, Mobile: 951-258-9009	

<b>Midpeninsula Regional Open Space District</b>	
<b>Project Description:</b>	Evaluation, Selection and Implementation of ERP system
<b>Address:</b>	330 Distel Circle, Los Altos, CA 94022
<b>Contract Duration:</b>	February 2011 to present
<b>Key Contact Name, E-mail, Telephone Number:</b>	
Kate Drayson, Administrative Services Manager, <a href="mailto:kdrayson@openspace.org">kdrayson@openspace.org</a> , (650) 625-6519	

<b>Supreme Court of Louisiana</b>	
<b>Project Description:</b>	Technology Needs Assessment
<b>Address:</b>	400 Royal Street, Suite 190, New Orleans LA 70130
<b>Project Duration:</b>	March 2007 – September 2010
<b>Project Budget:</b>	\$550,000
<b>Key Contact Name, E-mail, Telephone Number:</b>	
Terence Sims, Deputy Judicial Administrator, <a href="mailto:tsims@lajao.org">tsims@lajao.org</a> , 504-310-2583	

## F. COST

### DETAILED HOURS:

CITY OF COSTA MESA DETAILED HOURS	Engagement/ Project Manager	Application/IT Consultants	Total Hours
<b>ERP SELECTION AND IMPLEMENTATION SERVICES</b>			
Project initiation	6	2	8
Evaluate proposals & tabulate results		16	16
Develop demo scripts	2	16	18
Facilitate onsite demos (assumes onsite support of demos of 3 shortlisted vendors, each demonstrating for 3 days) and tabulate results		90	90
Conduct reference checking		-	-
Facilitate final evaluation	8		8
Contract negotiation	40		40
<b>Total</b>	<b>56</b>	<b>124</b>	<b>180</b>

### DETAILED COSTS BY CATEGORY

DETAILED COSTS BY CATEGORY	Engagement/ Project Manager	Application/IT Consultants	Total Amount
<b>ERP SELECTION AND IMPLEMENTATION SERVICES</b>			
Project initiation	\$ 990	\$ 300	\$ 1,290
Evaluate proposals & tabulate results	\$ -	\$ 2,400	\$ 2,400
Develop demo scripts	\$ 330	\$ 2,400	\$ 2,730
Facilitate onsite demos (assumes onsite support of demos of 3 shortlisted vendors, each demonstrating for 3 days) and tabulate results	\$ -	\$ 13,500	\$ 13,500
Conduct reference checking	\$ -	\$ -	\$ -
Facilitate final evaluation	\$ 1,320	\$ -	\$ 1,320
Contract negotiation	\$ 6,600	\$ -	\$ 6,600
<b>Total</b>	<b>\$ 9,240</b>	<b>\$ 18,600</b>	<b>\$ 27,840</b>

**EXHIBIT B**

**CITY COUNCIL POLICY 100-5**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	08-08-89	1 of 3

**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - b. Establishing a Drug-Free Awareness Program to inform employees about:
    1. The dangers of drug abuse in the workplace;



SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;
  3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**



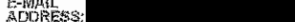


# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> John Monson 	<b>CONTACT NAME</b> John Monson
	<b>PHONE (A/C No. ExG)</b> 
<b>E-MAIL ADDRESS:</b> 	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> State Farm General Insurance Company	<b>NAIC #</b> 25181
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**      **SCHAFFER CONSULTING INC**  
 34179 GOLDEN LANTERN ST STE 105  
 DANA POINT CA 92629-2800

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	92-CG-X384-7	10/01/2012	10/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
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**SECTION II ADDITIONAL INSURED ENDORSEMENT**



**Policy No.:** 92 CGX384 7

**Named Insured:** SCHAFER CONSULTING INC

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**Additional Insured (include address):**

CITY OF COSTA MESA THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED  
BOARDS, OFFICERS, AGENTS, AND EMPLOYEES  
77 FAIR DRIVE  
COSTA MESA, CA 92626

**WHO IS AN INSURED**, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of **your work** performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a **suit** brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

- Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H2 Insurance Services Inc CA License #0C66703 2058 N Mills Ave PMB 522 Claremont CA 91711-2812	CONTACT NAME: Brigid Evans	
	PHONE (A/C No. Ext): [REDACTED] FAX (A/C No.): [REDACTED] E-MAIL ADDRESS: [REDACTED]	
INSURED SCHAFFER CONSULTING INC 34179 GOLDEN LANTERN #105 DANA POINT CA 92629	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company	11000
	INSURER B: State Compensation Ins Fund	35076
	INSURER C: United States Liability Ins Co	25895
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13-14 WC & Auto REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		51UECPV0827	9/27/2013	9/27/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	1640218-2013	8/1/2013	8/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		TK1003544G	9/6/2013	9/6/2014	Each Claim \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City are listed as additional insured in regards to the auto liability.

CERTIFICATE HOLDER The City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Todd Hummer/PRODUC [REDACTED]