

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
iKW SOLUTIONS INC.
FOR
ORACLE/JD EDWARDS TOOLS SOFTWARE UPGRADE AND AS NEEDED SYSTEM
SUPPORT CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and iKW SOLUTIONS INC., a Wyoming Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to support the City's Oracle/JD Edwards tools software upgrade project and as needed JD Edwards system support services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Scott McGrath who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified for the Oracle/JD Edwards Tools Software Upgrade in **Exhibit "A"** shall be completed no later than one (1) year from the Commencement Date. As Needed System Support Consulting Services shall be provided by the CONSULTANT throughout the (3) year contract term as requested by the CITY. The time for performance of the tasks identified in **Exhibit "A"** are generally shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Hundred Ninety-Three Thousand and Ten Dollars (\$193,010.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such

work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars

(\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, 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, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall

be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or

other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Carolyn Pederson
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

iKW Solutions Inc.
ATTN: Scott McGrath
668 North Coast Highway, Suite 516
Laguna Beach, CA 92651

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining

covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for

CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this

Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
and through their authorized officers.

CONSULTANT,

iKW Solutions Inc.,
a Wyoming Corporation

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: Matthew Aarsvold
Matthew AARSVOLD
print name

ITS: (circle one) Chairman/President/Vice President

AND
By: Matthew Aarsvold
Matthew AARSVOLD
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

INITIATED AND APPROVED:

[Signature]
Chief Financial Officer

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

[Signature]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
and through their authorized officers.

CONSULTANT,

iKW Solutions Inc.,
a Wyoming Corporation

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

INITIATED AND APPROVED:

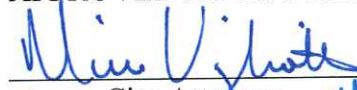


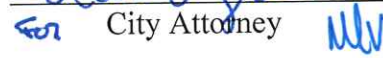
Chief Financial Officer

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:





City Attorney

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)

See attached Exhibit A.

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

See attached Exhibit A.

- C. CITY'S DUTIES AND RESPONSIBILITIES:

See attached Exhibit A.

- D. WORK PROGRAM/PROJECT SCHEDULE:

See attached Exhibit A.

**Proposal to Serve
The City of Huntington Beach, CA**



**Functional Consulting Services for JD Edwards
EnterpriseOne 9.1 – 9.2 Upgrade**

Presented by:



668 North Coast Highway, Suite 516

Laguna Beach, CA 92651

Contact: Scott McGrath, Sales Executive

(760) 845-6155

December 4, 2019

Updated January 29, 2020

A. Vendor Application Form and Cover Letter

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Huntington Beach, California and the office from which the project will be managed.

REQUEST FOR PROPOSAL**A. VENDOR APPLICATION FORM**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: iKW Solutions

Contact Person for Agreement: Scott McGrath, Sales Executive

Corporate Mailing Address: 668 North Coast Highway, Suite 516,

City, State and Zip Code: Laguna Beach, CA 92651

E-Mail Address: Scott@iKWSolutions.com

Phone: 760-845-6155 Fax: _____

Contact Person for Proposals: Scott McGrath

Title: Sales Executive E-Mail Address: Scott@iKWolutions.com

Business Telephone: 760-845-6155 Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Matthew Aarsvold</u>	<u>CEO</u>	<u>714-272-8600</u>

Randal York Vice President (612) 282-7386

Federal Tax Identification Number: 82-4560742

City of Huntington Beach Business License Number: iKW does not have a current City of Huntington Beach Business License

(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: N/A, see above

Cover Letter

January 29, 2020

Jennifer Anderson
Procurement Department
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Dear Ms. Anderson,:

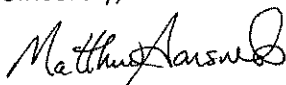
iKW Solutions is pleased to present the City of Huntington Beach (the City) with this RFP Response to provide seasoned JD Edwards professionals with experience supporting the City on prior projects, to support the City's JD Edwards EnterpriseOne software upgrade project. This RFP Response was prepared based on the content within the City's RFP, a review of the changes between JD Edwards 9.1 and 9.2 and iKW's long history of working within both the Public Sector to implement ERP solutions.

We believe we have thoroughly answered your RFP and addressed all your needs, including the Encumbrance Accounting issue that our team addressed for the City in the past. We welcome the opportunity to present this solution and support your questions through your evaluation process and subsequently through the implementation.

iKW Solutions is a full-service provider of consulting support for Oracle Enterprise Applications. Our services include Consulting in support of new implementations and upgrades; Managed Services for on-going application maintenance and support; and migration of applications to Cloud and Hosted environments. Our expert resources perform functional and technical applications consulting, development, testing, training, project management, and organizational change management consulting services. iKW Solutions has the capability to staff any project with resources most appropriate to the client's requirements and cost considerations.

We appreciate the opportunity to prepare this RFP Response and estimate for the City and look forward to completing this very important project with you.

Sincerely,



Matthew Aarsvold
President

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B. Background and Project Summary

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work.

Introduction

The iKW team is very familiar with the City of Huntington Beach having many of our team members participate in the Xe to 9.0 upgrade. Our current team members include Lee Magness and Matthew Aarsvold who assisted with The City's Financials and Scott McGrath who was the Project Manager for much of the previous upgrade. We were instrumental in resolving Encumbrance Accounting issues for the City in the past and we feel uniquely qualified to fix the current gap in functionality. We understand that the City uses UPK for training and testing and we relied upon that knowledge to price the project competitively. We also understand the City's need to keep the project affordable and gain maximum knowledge transfer thus we have staffed the project with professionals with knowledge of the City and its processes. We further understand that moving to the 9.2 version of EnterpriseOne is less functional change than previous upgrades. However, the move is highly valuable in terms of new solutions that can be integrated into the newer version in a much more affordable and timely fashion than older JDE versions due to Orchestrator and Application Integration Services (AIS).

We believe the AP Automation Solution and HCM will have a very good payback for the City, enhancing the value of the upgrade. Our proposed Project Manager, Scott McGrath, has experience integrating both AP Automation and HCM into JDE.

Overall, the objective of the project, from our understanding, is keep JD Edwards an appreciating asset that keeps the City current with its ability to integrate with new applications while providing core ERP functionality. iKW will also give the City the opportunity to add the new Lease Accounting and FASB functionality if it's desirable.

iKW's focus will be on the functional aspects of the upgrade while the City and its 3rd Party technical partner will handle the Tools Upgrade as well as retrofit of mods, CNC support, and interface validation. Our primary focus will be on education the City on new features available to them in 9.2 and testing the systems as we migrate them from 9.1 to 9.2

iKW will keep the project on track by using proven project management methodology including optional stakeholder analysis, daily stand-up meetings, and a strong communication plan. Our President, Matthew Aarsvold will also serve in a Solution Assurance QA role. We will also utilize the City's SharePoint system to track the project plan and deliverables.

Who is iKW Solutions?

iKW Solutions is a newly formed entity that has spawned out of several predecessor companies: Global Business Solutions, Strategix, Fusion Bridge, and Higher Upstream. iKW Solutions (iKW) is

owned by QX Consulting and Cenbion LLC. QX Consulting also owns a sister company to iKW, CoronusXES. iKW is a stand-alone entity but provides resources and support to its parent and sister companies. Historically, iKW Solutions has subcontracted to such firms as C&A Technology, LLC.; Capsient Corporation, Denovo; Manage Force; PCB Apps, and Systime (now KPIT). While we continue to provide subcontracted resources to other JD Edwards consulting firms we also, beginning in 2018 serve clients directly. Many of our references are references for our people, but where iKW Solutions is the subcontractor was not the contractor of record to the Client's referenced. For example, one of iKW's current projects is a JD Edwards 9.2 upgrade for California-based Tanimura & Antle, which is a Manage Force client.

Experience with EnterpriseOne in Public Sector

iKW Solutions and/or members of the iKW Solutions team we are presenting have supported many Public Sector entities over our 30+ year history including, but not limited to the following:

Table B.1 – iKW Representative Public Sector Experience

City / Town	County	Enterprise Fund
Culver City, CA	Adams County, CO	King County Library System
City of Huntington Beach, CA	Bell County, TX	Moulton Niguel Water District
City of Lincoln, NE	Cook County, IL	North County Transit District
City of Lubbock, TX	El Paso County, CO	Port of Houston, TX

iKW's Team

The most important reason for iKW Solutions' success (and the ultimate success of our Client-projects) is our people. As you will see when we are invited in to meet your team, we have extremely talented professionals on our team. These professionals have (on average) 15 years of experience working with the JD Edwards (JDE) suite of software products. Our team brings solid functional as well as technical JDE experience to all our clients. Beyond our JDE skills, we have solid Project Management, Technology Architecture, Business Analytics, and Strategy skills to share with our clients. Our proposed consultants are uniquely qualified to assist the City of Huntington Beach in its current and future project work.

We want the chance to earn your respect and your continued business. We are eager to meet with you, present our team, our capabilities, and our philosophies. We welcome your questions and look forward to working with you again. If you have any questions regarding this response or would like to schedule an introductory meeting, please feel free to call Scott McGrath, our Sr. Account Executive at (760) 845-6155.

C. Methodology Section

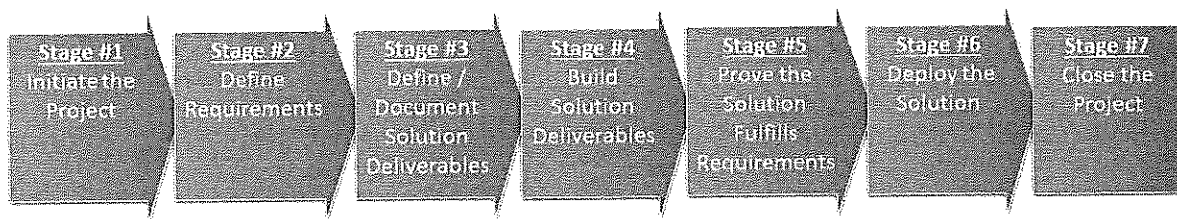
Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP.

- 1) An implementation plan that describes in detail:
 - i. the methods, including controls by which your firm manages projects of the type sought by this RFP;
 - ii. methodology for soliciting and documenting views of internal and external stakeholders;
 - iii. and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

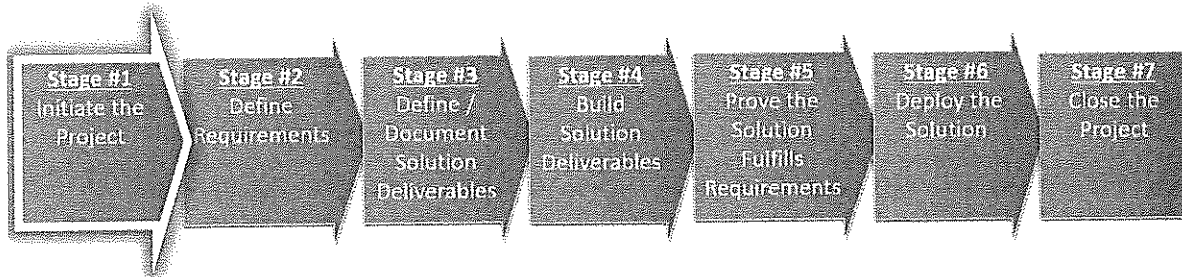
Provide a list of individuals(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

iKW Solutions EnterpriseOne Upgrade Methodology

The Upgrade Methodology is a subset of our full implementation methodology which our team has successfully used for 30+ years. It has been tailored to support minor upgrades (e.g., 9.1 to 9.2) vs. complex upgrades (e.g., World or OneWorld Xe to EnterpriseOne 9.2) and has been fully vetted in many 9.2 upgrade projects.



Stage #1 – Initiate the Project



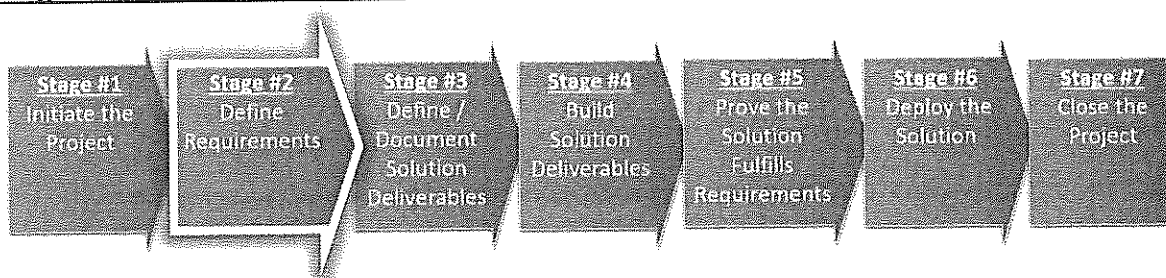
This Stage will involve:

- Confirmation of Requirements (in case anything changes between May/June, when the City likely developed its RFP, and September when we anticipate beginning the project).
- Planning the project by developing the Project Charter which will include the Detail Project Plan, including: Project Management, Functional roles, Technical roles, City and consultant team assignments, budget, and the Organizational Change Management Plan (if necessary).
- Establishing the Project Management Structure
- On-going Project Management the life of the Project.

Stage #1 Deliverables:

- Acceptance of Proposal
- Stakeholder Analysis (Optional)
- Project Charter
 - Project Plan (subset of the Project Charter).
 - Detail Estimate of hours
 - Project Organization Chart
 - Project Management Organization
- Project Champion and Steering Committee Authorized and Activation

Stage #2 – Define Requirements



This Stage will involve:

- Review of the City's current state usage of EnterpriseOne to understand at a high-level how each feature and function of the modules are deployed.
- Communicating Net Change features in 9.2 vs. 9.1 so the City's Management understand new capabilities available to it in 9.2, A Fit/Gap analysis.
 - This project is budgeted as a Like-for-like upgrade not to take advantage of all the new capabilities within 9.2.

- We will conduct sessions to show the new features of 9.2 and how they could benefit the City, but we have not budgeted to implement any new 9.2 capabilities.
- Review the City's current state technology to ensure what was provided in the RFP is current. Subsequently develop plans for any technology changes which are required to ensure the proper operations of 9.2.
- Review the City's existing Test Scripts
- Plan for dealing with the City's existing modifications, which will result in (not in iKW's scope):
 - Either retrofit (ensure it works in 9.2 as it did in 9.1) of the modification,
 - Elimination of the modification
 - Implementation of a standard JDE feature in 9.2 to replace the need for the modification or
 - Elimination of the modification because the reason it existed no longer exists.
- Solution Assurance
- Confirm project Scope and approach
- Finalizing the Team and mobilization.

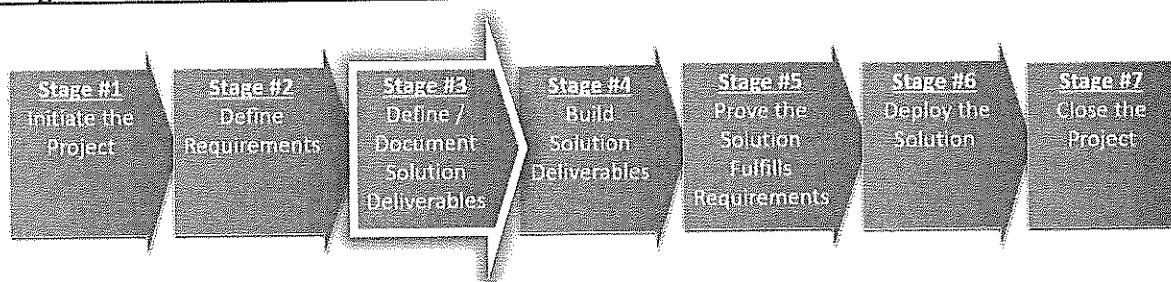
Stage #2 Deliverables:

- Confirmation of Business Requirements
- Assessment of Current State Technology (not in iKW's scope)

Training Sessions on new 9.2 Capabilities

- Mobilization and Commitment of Resources Required
- Project Roles & Responsibilities (Organization Chart revised)

Stage #3 – Define / Document Solution Deliverables



This Stage use the results from the Requirements Stage to:

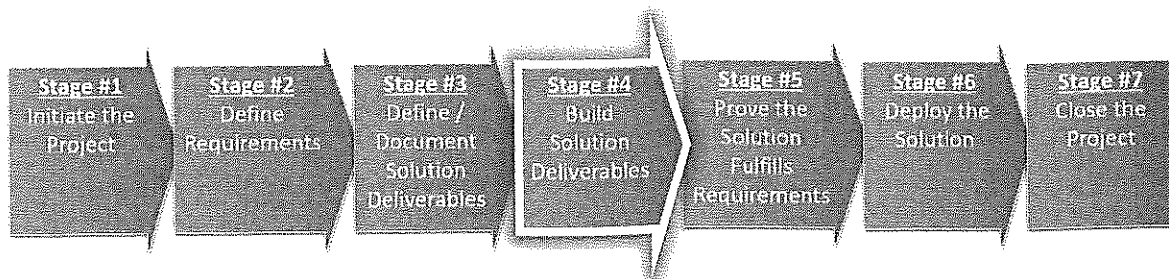
- Confirm the Deliverables which will be required to support Stage #4, Build Solution Deliverables.
 - List of modification to be retrofit or eliminated

- List of new EnterpriseOne 9.2 Features to be implemented (if decided by City would require a Change Order)
- List of Test Scripts which need to be enhanced
- Determine any Functional changes that may require the City's CNC resource to change security.
- Update Project Plan as needed
- Solution Assurance.

Stage #3 Deliverables:

- Confirmation of Deliverables
- Implementation Strategy

Stage #4 – Build Solution Deliverables

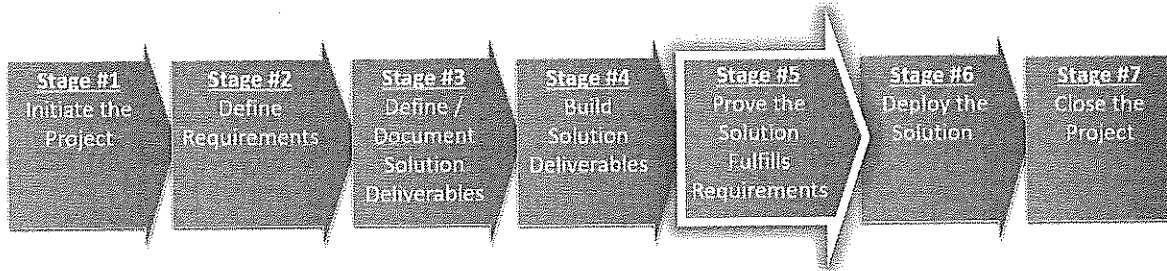


This Stage will involve:

- Enhancing Test Scripts
- Designing, Building, and Testing technology (retrofit) components (RICEFW) (not within iKW's Scope)
- Creating the Training Plan and developing Training Materials (update to UPK)
- Solution Assurance

Stage #4 Deliverables:

- Script and expected result for the Conference Room Pilot (CRP) and the Integrated CRP (iCRP)
- Training Plan – Define classes To-be conducted and by whom.
- Training materials and End User documentation
- Training Development – Utilizing UPK Scripts create Training materials to support the classes designed in the Training Plan, above.
- End User and Systems Support Documentation Development – Utilizing UPK Scripts and Training materials.

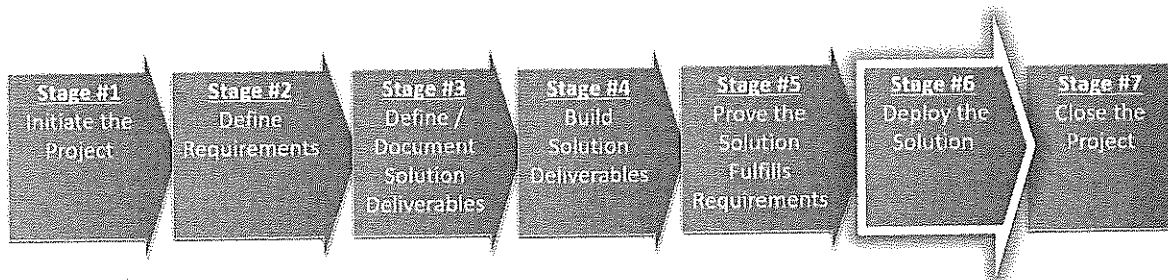
Stage #5 – Prove the Solution Fulfills Requirements

This Stage is the primary testing component of the upgrade and will involve:

- Re-confirming Requirements
- Gathering Transaction data
- Using UPK to confirm and prove functionality and establish basis for Training Materials and End User Documentation
- Unit Test all retrofit modifications (actual retrofit of modifications is not within iKW's scope)
- Conduct CRPs and iCRPs (until all issues are resolved) to thoroughly test all migrated, retrofit, and new features
- Solution Assurance
- Finalize Training Materials, End User Documentation, and "Go-live!" Plans.

Stage #5 Deliverables:

- Re-confirm Requirements
- Script and expected result for the Conference Room Pilot (CRP) and the Integrated CRP (iCRP)
- Real Transactions with Expected Results
- UPK Scripts (movies of procedures)
- Training materials and End User documentation. UPK Updates as needed.

Stage #6 – Deploy the Solution

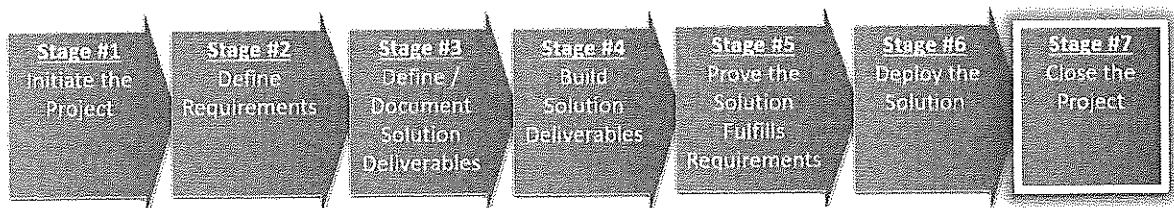
This Stage will involve:

- Cut over plan
- Sign-offs
- End User Training
- Solution Assurance
- Plan Post "Go-live! Support, Issue Identification and Resolution.

Stage #6 Deliverables:

- Cut over plan
- Sign-off Testing
- Sign-off on CRP
- Sign-off on Integrated CRP (iCRP)
- Sign-off on decision to "Go-live!" in Production
- Sign-off on smoke tests in Production
- Training Deployment – Train the City's end users per the Training Plan with materials developed from UPK Scripts as part of the Training Development deliverables.

Stage #7 – Close the Project



This Stage will involve:

- Post "Go-live!" support
- Update any necessary documentation
- Project Postmortem and Assessment

Stage #7 Deliverables:

- Declaration of Victory by the Steering Committee
- *Postmortem* Assessment of How to Improve in Future Iterations
- Completed Checklist for Project Documentation Archive

Implementation Plan / Detail Description of Effort

An implementation plan that describes in detail: Gantt chart

- the methods, including controls by which your firm manages projects of the type sought by this RFP;
- methodology for soliciting and documenting views of internal and external stakeholders;
- and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

Detail Project Schedule

Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

The Gantt Chart below provides the project schedule. The detail activities of each Stage are described above in this section as part of the Methodology discussion.

Table C.1 Project Schedule

<i>City of Huntington Beach: 9.1 to 9.2 JDE Upgrade</i>					
Stage	Milestones/Deliverables	Jan	Feb	March	April
Stage 1	Initiate the Project and Project Planning	<i>Planing</i>			
Stage 2	Define Requirements	<i>Requirements</i>	<i>Net Change</i>		
Stage 3	Define / Document Solution Deliverables		<i>UPK Test</i>		
Stage 4	Build Solution Deliverables		<i>Scripts</i>		
Stage 5	Prove Solution Fulfills Requirements (test)			<i>CRP</i>	
Stage 6	Deploy the Solution			<i>Planning</i>	<i>Go-Live!</i>
Stage 7	Close the Project				<i>Support</i>

Detailed Description of Specific Tasks

Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

The following work plan details the tasks required for the scope of the upgrade, the City's proposed hours, and the forecasted consulting hours. This plan is based on the scope as described in the RFP document and does not include the selection, implementation or integration of the either the HCM or AP Automation solution. We address these other system of interest in Attachment 2 of this RFP Response.

We welcome and encourage the City to meet with our team to further refine the scope of the project or the contents of the work-plan prior to making a final vendor selection and/or after the start of the project.

Table C.2 Description of Specific Tasks

Stage	Milestones/Deliverables	City Staff	IKWHours
Stage 1	Initiate the Project and Project Planning	40	39
	Confirm Requirements (Net Change Review)		
	MS Project and Kick off PPT		
	Project Management Structure		
	On-going Project Management		
Stage 2	Define Requirements	55	109
	Net Change Communication		
	Review Test Scripts/Organize Test Plan		
	Plan Encumbrance Modifications		
	Confirm Scope/Approach		
	Finalize Plans		
Stage 3	Define / Document Solution Deliverables	20	27
	Confirm Deliverables with City Staff		
	Update Plans		
	Solution Assurance		
Stage 4	Build Solution Deliverables	40	232
	Enhance Test Scripts		
	Design, Build, Test(Net Change as Needed)		
	Create Training (Update UPK)		
Stage 5	Prove Solution Fulfills Requirements (test)	140	270
	Re-confirm Requirements		
	Test Functionality Unit Test		
	Conduct CRPs (IT and Consultants)		
	Conduct iCRP (users)		
	Solution Assurance		
	Finalize Training, Doc (Update UPK) & go live planning		
	Go-Live Plan		
Stage 6	Deploy the Solution	60	78
	Cut-over Plan		
	End User Training		
Stage 7	Close the Project	24	24
	Post "Go-live!" Support		
Total Hours		379	779

List of Project Team Individuals

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Please See Chart D.1 under staffing for a listing of key Staff assigned to this project.

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

iKW Solutions exclusively deploys highly skilled and seasoned professionals. All of iKW's team members have more than 15 years of experience working on Implementations and Upgrades, are Certified by Oracle in their area of expertise, and bring industry experience to the clients they serve.

We have assembled a team specifically to support the City's needs, including JDE modules the City operates, experience with 9.1 – 9.2 upgrades, local residence (to minimize travel expenses). Full resumes included as an Attachment to this RFP Response.

Table D.1 – iKW Team, Role, Home, Qualifications, Experience, Responsibility

Team Member, Role, Home	Qualifications	Experience	Project Responsibility
<u>Scott McGrath</u> • Project Manager • Procurement Lead Home: Cardiff, CA	• 21 Years of JDE • PMP Certified • Formerly with Denovo, KPIT, PCB Apps, JD Edwards • Oracle Certified • Prior work at City of Huntington Beach	• Project Managed City of Huntington Beach Xe to 9.0 upgrade • Led JDE upgrade to EnterpriseOne 9.1 at Alere, Silliker, Thermo Fischer, JB Poindexter, and many more.	✓ Project Manager ✓ Coordinate with the City's PM, ✓ Create Detail Project Plan, ✓ Maintain Project Plan, ✓ Create Status Reports, ✓ Lead Status Meetings, ✓ Provide Organizational Change Management support, ✓ Interface with City Steering Committee, and ✓ Ensure project team work on schedule and on budget. ✓ Provide Procurement Training and documentation.

Team Member, Role, Home	Qualifications	Experience	Project Responsibility
<u>Matthew Aarsvold</u> • Solution Architect • QA Advisor Home: Laguna Beach, CA	• 32 Years of JDE experience • Oracle Certified • Prior work at City of Huntington Beach	• City of Huntington Beach • O&G Industries # • Tanimura & Antle # • Young Living Essentials # • King Ranch # • Oshkosh Corp # • Diamond Foods # • Bell County, TX	✓ QA support ✓ Technical Architecture support as needed ✓ Encumbrance Accounting Specialist
<u>Dan Murphy</u> • HCM Lead • Finance Lead Home: Walnut Creek, CA	• 22 Years of JDE Experience • Oracle Certified	• Cook County, IL • King County Library System • King Ranch # • Moulton Niguel Water District • City of Lubbock, TX • Diamond Foods # • Port of Houston Authority • Oshkosh Corp #	✓ Communicates net change from JDE 9.1 to 9.2 ✓ Supports City's analysis of current state of JDE HCM and Finance ✓ Leads testing effort in all HCM and Finance suites, ✓ Provides training in HCM suite
<u>Don Antonio</u> • Real Estate • Distribution Home: Riverside, CA	• 15 Years of JDE Experience • Oracle Certified	• Foster Wheeler # • Tanimura & Antle #	✓ Communicates net change from JDE 9.1 to 9.2 for Real Estate ✓ Supports City's analysis of current state of JDE Real Estate ✓ Leads testing effort in Real Estate, ✓ Provides training in Real Estate

Team Member, Role, Home	Qualifications	Experience	Project Responsibility
<u>Lee Magness</u>	<ul style="list-style-type: none"> • 25 Years of JDE Experience • Oracle Alumni • Oracle Certified • Prior work at City of Huntington Beach 	<ul style="list-style-type: none"> • City of Huntington Beach • Golden State Water # • North County Transit District # • Wilbur Curtis # • Moulton Niguel Water District 	<ul style="list-style-type: none"> ✓ Supports City's analysis of current state of JDE Encumbrance Issues ✓ Leads development and testing effort in resolution of the City's Encumbrance Accounting issues. ✓ Provides training in Encumbrance Accounting changes.
Home: La Habra, CA Role: Senior Developer Specialist: Encumbrance Accounting			
<u>Footnote:</u>	Public Sector in red	# = 9.1 - 9.2 in green	

Assumptions Regarding Roles and Involvement of City Staff

One of the keys to a successful project is having the client's participation in decision making (why is the software configured this way) and implementation (how is the software configured). The best way to accomplish minimal issues at "Go-live!" is to have many client personnel committed during the implementation process so they know why the software works the way it does, what to do if someone encounters an issue, and how to properly use the software on a go-forward basis to get the most value for the City. Cities who do not participate to the degree the City of Huntington Beach is planning take longer to get used to the software, have more issues to resolve, have users who feel the software isn't working (when they just don't understand what it is doing), and need to rely on consultants (e.g., iKW Solutions) longer to ensure complete success. Our goal as your implementation / upgrade partner is to work ourselves out of a job and the sooner we can do that and the sooner the City takes full ownership of the software is directly related to the amount of time the City personnel commit to the implementation.

City Participation

The City personnel will be working through the entire lifecycle of the upgrade, from planning to "Go-live!" and Post Go-live! Support. In planning we'll depend on the City personnel's understanding of current business processes to help ensure that we are planning for and implementing new features in JD Edwards 9.2 that will benefit the City and possibly eliminate existing modifications.

City Team Members will also be heavily involved in developing UPKs for the Test Scripts which will evolve into Training Materials and will ultimately become End User documentation. This too will strengthen the City personnel's knowledge of the system and make them invaluable to the City post "Go-live!".

E. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services.

Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2) A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Provide at least five local references that received similar services from your firm.
The City of Huntington Beach reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - Client Name
 - Project Description
 - Project start and end dates
 - Client project manager name, telephone number, and e-mail address
- 4) A summary of experience in working with the encumbrance module
- 5) A summary of experience in upgrading JDE to version 9.2
- 6) Provide governmental experience if applicable

E.1 iKW Key Staff

See Chart D.1 under staffing for a listing of key Staff assigned to this project.

E.2 iKW Solutions Company Background

iKW Solutions has over 30 years of experience as a JD Edwards and now Oracle partner implementing JD Edwards software in over 60 countries to date. With specialized industry knowledge, iKW Solutions has led successful projects in Energy and Chemical Solutions, Construction, Engineering, Agri-business, Consumer Packaged Goods, Public Sector, and a variety of other challenging and diverse industries.

iKW Solutions can quickly mobilize and manage consultants anywhere in the World. The team at iKW is driven by Project Management excellence, cost control, and providing financially driven business solutions that enhance the value our clients get from using JD Edwards software to run their business.

iKW Solutions and JD Edwards

Deep knowledge, experience, and history with all JD Edwards tools and applications.

- Encumbrance Accounting Specialists who have assisted the City and many other JD Edwards Public Sector customers with this challenging aspect of the software.
- 300+ JDE ERP implementations successfully completed.
- Participated in over 60 multi-site and global implementations.
- 100+ JDE experienced consultants.
- Received JDE's worldwide Mark of Excellence.
- Oracle Consulting Partner and JDE Strategic Partner.

Services Offered

iKW Solutions offers a full range of client services and can quickly generate options for management teams regarding their JD Edwards and system needs, including:

- JDE Upgrades and/or Migrations (on Premise or in the Cloud)
- System, JDE License, and Database Health Checks
- Cloud Assessments & Migration Services
- Backup and Disaster Recovery
- Data Security Services
- JDE Service & Custom Development
- JDE Cloud Proof of Concept
- Share Point Services
- Asset Tracking Solutions
- RFID Tracking Solutions
- Energy & Solar Solutions
- Environmental Monitoring Solutions

Client History

This table provides representative clients served by iKW Solutions or one of its predecessor companies: Global Business Solutions, Strategix, Fusion Bridge, or Higher Upstream: or its parent company, QX Consulting. The clients listed in this table have been served by one of the related companies or by someone who is now affiliated with iKW Solutions. This table specifically excludes Public Sector client which were referenced in Section B. Background and Project Summary.

Table E.2 – iKW Representative Client History

Berry Plastics #	Chevron Overseas Petroleum *	Diamond Foods # *
Dole Food Company *	Euro Fresh Farms #	Golden State Water # *
King Ranch #	North County Transit District # *	Korbel # *
O&G Industries #	Oshkosh Corporation #	STS Consulting #
Tanimura & Antle # *	Young Living Essentials #	Wilbur Curtis # *
Footnote # - JDE E1 9.2	* - Local (California) based	

E.3 Experience and Applicable References

Provide at least five local references that received similar services from your firm. The City of Huntington Beach reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address

The five (5) requested local references are provided below.

E.3.1 City of Huntington Beach, CA

Members of the iKW Solutions current team supported the City's upgrade from OneWorld Xe to EnterpriseOne 9.1 which was completed February 2014. The City's Project Manager was Peter Yang 714.375.5170.

E.3.2 Moulton Niguel Water District, Laguna Niguel, CA

Members of the iKW team, including Matthew Aarsvold and Dan Murphy, supported this Water District to install and implement their JD Edwards EnterpriseOne from the years 2013-2014. The modules implemented included: Payroll, Human Resources (including self-service), Finance (including Budget), AP, AR, Fixed Assets and Projects, Procurement, and Inventory. This client was especially interesting in operations documentation, so a very robust end user document library with links within the EnterpriseOne environment were also deployed. The Client Project Manager was Karen Kipp – (949) 448-3541

E.3.3 King Ranch

Lead a new implementation of JD Edwards EnterpriseOne 9.2. The Client was migrating from custom Legacy systems and Infinium. The team led by Dan Murphy implemented full suite Finance, Distribution, HCM, and CAM. Client Project Manager was Mary Gilbert – (832) 681-5780.

E.3.4 Tanimura & Antle

iKW personnel were the implementation team for this company in the 1990's when they first deployed the World version of JD Edwards. Now we are back upgrading them from World 7.3 to EnterpriseOne 9.2. The project started in March of 2019 and is on-going with an anticipated Go-live! date of May 2020 for the Finance suite including AP, AR, GL, Budgets, Fixed Assets, and Real Estate. Once that is complete, we are slated to upgrade the Distribution suite including Sales, Procurement, Inventory, and Grower Accounting. The Client Project Manager is Tom Casas, VP Information Technology -- 831 455-3975.

E.3.5 Young Living Essential

Young Living is the world leader in Essential oils. Essential oils are aromatic, concentrated plant extracts that are carefully obtained through steam distillation, cold pressing, or resin tapping. Young Living offers essential oils, blends, and oil-infused products with the optimal levels of

specific, naturally occurring essential oil constituents to maximize their potency. The iKW Solutions team implemented JDE EnterpriseOne 9.2 to support Young Living's business operations. EnterpriseOne suites included Finance, Distribution, HCM, and Manufacturing. Integration to DSI for bar code support and inventory tracking was a critical component. Client Project Manager was Nathan Moffat, Controller -- (801) 899-4663.

A few other client project references are provided below to demonstrate iKW's depth of experience:

Cook County, IL

Members of iKW Solutions (specifically Dan Murphy and Matthew Aarsvold who are proposed on the City's upgrade project) supported this JD Edwards upgrade project from April 2013 through "Go-live!" in August 2014. Scope of the upgrade included: Payroll, Human Resources, Benefits, and Position Control system.

Dole Food Company

Members of the iKW team have supported this Southern California-based Agri-business enterprise with many projects for over 25 years since Global Business Solutions (a predecessor firm of iKW Solutions) first supported their implementation of JDE World in 1995. From 2014 – 2015 we supported teams at Dole Food Company with the following efforts:

1. Participated jointly with Dole, Oracle, and the Hackett Group with Dole's PriorityOne project to plan for and design Dole's future use of Information Technology with JD Edwards EnterpriseOne Software as the central hub.
2. We supported the Dole Fresh Vegetables division in Monterey, CA with several strategic projects to enhance their use of JD Edwards software.

O&G Industries

Recently completed (2019) an EnterpriseOne 9.1-9.2 Upgrade and developed custom application which allowed client to demystify the limitations of the Level of Detail subtotalling. Significantly reduce the time they were spending maintaining the system and dramatically enhance access to Data-driven decision-making information. The Client Project Manager was Frederick G. Manteghian, Chief Information Officer – (860) 496-4217

Oshkosh Corporation

Dan Murphy and Matthew Aarsvold, two key members of the iKW Solutions team, supported two of the four divisions of the Oshkosh Corporation (a \$10B Manufacturer of heavy equipment), JLG and Oshkosh Trucks. While we supported all JD Edwards EnterpriseOne modules, our focus was on the Distribution modules including Sales Order, Inventory, and Procurement. We re-engineered enhanced programs, reconfigured and upgraded their environment which is integrated with a legacy version of the MAPICS manufacturing module and an Oracles EDI solution. Multiple projects were conducting with Oshkosh between 2012 and 2015, including an upgrade from 8.12 to 9.0 in the JLG Division.

E.4 Encumbrance Accounting Experience

Members of the iKW team have been working with Public Sector entities who require Encumbrance Accounting for more than 20 years. We have assigned three specialists to the project in Matthew Aarsvold, Dan Murphy, and Lee Magness who have extensive experience with Encumbrance Accounting including supporting the City with resolution budget to encumbrance actual reconciliation and integrity, encumbrance reposting, encumbrance of balance sheet items (such as inventory and procurement approval management), including e-mail approval and rejections. Our team also developed modifications to Encumbrance Accounting to support Bell County, TX's needs to integrate Pcards and expense management with encumbrance accounting. Beyond these two examples we have implemented EnterpriseOne in more than 20 Public Sector enterprises all of whom required the Encumbrance Accounting features of JDE to meet their operating needs. Finally our specialists have made presentations at Collaborate on the topic of Encumbrance Accounting including sub-topics of:

- Visibility to the Encumbrance Ledger
- Streamline the Budget Change Order Process
- Real Time Procurement Approval Routing
 - And Budget Hold Release
- Tolerance Testing and Audited Reporting
- RNV Reconciliation and Data Integrity

E.5 Experience Upgrading to EnterpriseOne 9.2

iKW Solutions is currently working on several EnterpriseOne 9.2 projects and has completed many since its release by Oracle. Some of the project iKW has supported are listed above in Table E.2. Others are listed in Table D.1 in Section D. Staffing. Finally, more are listed within the individual Team member resumes in Attachment 1.

E.6 Governmental Experience

The iKW Solution's team has extensive experience with Public Sector Entities, including some members of the team have worked for the City of Huntington Beach in the past. Table B.1 in Section B. Background and Project Summary provides some of the Public Sector enterprises our team has supported. More are listed in table D.1 in Section D. Staffing. Additional entities are included in the individual resumes (Attachment 1) of the professionals who will be supporting the City's upgrade.

F. Fee Proposal

Please provide hourly rates of staff and proposed areas of assignment along with a total not to exceed amount.

iKW has based the following pricing on:

- The City's scope as articulated in the RFP request
- High level comprehensive net change analysis between 9.1 and 9.2,
- Our staff's extensive experience with the City's JD Edwards System
- iKW's proven methodology including comprehensive test cycles

Our Estimate does include some necessary Project Management to keep the project on-track and on-budget. Our resources are mostly within driving distance and we are planning minimal travel expenses for a project of this scope. We will adhere to the City's travel expense policy. We have strived to keep our estimate affordable while enabling the City to decide if additional new functionality is desired. We suggest and welcome a follow-up conversation to discuss our approach and estimate once the City's team has had the chance to review our proposal.

City of Huntington Beach Investment Summary	
Budgeted Hours	779
Total @ \$190/Hr All Inclusive	\$ 148,010

Notes:

1. Please see hours breakdown by stage/tasks on Page 11.
2. Travel expenses are included in the "All Inclusive" rate.
3. This amount includes the changes to Encumbrance Accounting as we understand them from the RFP and our staff's previous work with the City and basic, required, changes identified in the net change analysis.
4. Additional Encumbrance work to prevent future GL errors as discussed in iKW's meeting with the City on Jan 7th will require a Change Order due to the additional work required in Orchestrator and One View. iKW will scope the additional work for the City's consideration during the planning and review of existing functionality phases of the project.
5. Test scripts required may need to be written for the Real Estate functionality as identified by the City during the meeting on January 7th with iKW. They may require a Change Order depending on the City's desire to have iKW create the scripts. The joint team should review the scripts and determine the additional work, if needed, during the planning phase of the project.

6. Additional scope may be required to address Type GASB 87 lease concerns discussed during our joint meeting on Jan 7. The joint team should determine if any additional work is needed during the planning phase of the project.
7. The iKW methodology allows for changes to decrease or increase scope at the City's direction as a result of the net change analysis at the start of the project.
8. We recommend the City to carefully consider what's included in our bid, the caliber of our consulting staff and our familiarity with the City's systems and staff.
9. An optional comprehensive Stakeholder Analysis can be performed for an additional 32 hours if desired.

The City has requested some pricing outside of the ERP upgrade for AP Automation and HCM Integration. We have included that in Attachment 2.

G. Conclusion

iKW Solutions wishes to thank the City of Huntington Beach for its consideration of our proposal in response to your RFP. We know that this is of vital importance to the City and know that you have many choices. We hope that you found our responses concise and we stand ready to support you moving forward.

Thank you, again for allowing iKW Solutions to participate in your process.

Matthew Aarsvold, President and the iKW Solutions family of professionals.

Attachment 1 – Optional, Ad Hoc Services

Delivery Period: February 15, 2020 through February 14, 2023

Engagement Overview / Scope of Services:

iKW Solutions will provide consultants at the City's request to support the City's JD Edwards-related needs and perform Ad Hoc support services for the City's EnterpriseOne release 9.1 or 9.2.

The Services may include:

- Applications (Functional) Ad Hoc Support in support of the City's JDE EnterpriseOne applications, including but not limited to:
 - EnterpriseOne Foundation (Address Book)
 - Financials and Accounting (i.e., General Ledger, Accounts Payable, Accounts Receivable, General Accounting)
 - Human Capital Management (HCM) (i.e., Human Resources, Payroll)
 - Distribution (i.e., Procurement, Inventory)
 - Asset Lifecycle Management (i.e., Fixed Assets)
 - Real Estate Management
- Development (Technical) Ad Hoc services in support of the City's Current and any Future State customizations and bolt-ons to the JD Edwards software.

Ad Hoc Services and Deliverables

- Ad Hoc Services may include the following services:
 - Functional assistance with annual 1099 and W2 creation
 - Support of ACA updates
 - Troubleshooting and issue resolution for problems encountered in the use of JDE
 - Help with reports (and/or One View Reporting)
 - Support with operations of specific JDE functions within a supported module (e.g., G./L, A/P, HCM, etc.)
 - Requirements Gathering, Design, Construction, and Testing of customization and/or bolt-ons to JDE
 - Application configuration and testing for changes to module(s) currently used by City or new modules the City may wish to implement (e.g., Orchestrator)
 - Requirements Gathering, Design, Construction, and Testing of customization and/or bolt-ons to JDE.

Pricing

iKW Solutions will provide professionals at the following levels and Hourly Rates. The following Rates are all inclusive (include applicable expenses for Travel). The Ad-Hoc support effort will not exceed \$45,000 without prior approval from the City.

Resource Level	Hourly Rate
Project Manager	\$190
Senior Business Analyst JDE HCM	\$190
Senior Business Analyst JDE Finance	\$190
Senior Business Analyst JDE Supply Chain	\$190
Senior Business Analyst JDE Real Estate	\$190
Trainer JDE Development	\$190
Development Lead JDE Development	\$190

Project Approach:

iKW will utilize our proprietary Methodology to support all JD Edwards needs the City may request.

Resources:

As this is an Ad Hoc request, iKW does not know in advance which skills will be required to support the City's needs. Resources will be identified when the City requests support.

Assumptions:

These assumptions have been prepared based upon our years of experience working with JD Edwards and the City.

- The City will provide access to City's technology environments as needed
- The City has a current License to access the JD Edwards environments and software releases.
- The City has established a network architecture

- Client users will be available to support testing and are knowledgeable of the JDE application operations as they are currently configured.

Timing and Professional Fees:

We can be are prepared to begin support of the City's Ad Hoc needs within two (2) weeks of the City's request for Ad Hoc services or sooner if iKW's resources are available.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for JD Oracle/JD Edwards tools software upgrade project shall be based upon an "All Inclusive" rate of One Hundred Forty-Eight Thousand and Ten Dollars (\$148,010.00). As needed JDE system support services shall not exceed Forty Five Thousand Dollars (\$45,000.00). The total contract shall not exceed One Hundred Ninety-Three Thousand and Ten Dollars (\$193,010.00).

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
iKW SOLUTIONS INC.
FOR
ORACLE/JD EDWARDS TOOLS SOFTWARE UPGRADE AND AS NEEDED SYSTEM
SUPPORT CONSULTING SERVICES

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