

# Human Resources Information System

## Bid No. 2013-5



### Lehi City Corporation Administrative Services Department

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**RESPONSES ARE DUE PRIOR TO:**

**September 18, 2013  
5:00 PM MDT**

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*Preferred method is to submit electronically to:*  
[www.bidsync.com](http://www.bidsync.com)

*Responses may be mailed or hand-delivered to:*

Lehi City Purchasing Department  
Attn: Alyson Alger  
Bid No. 2013-5  
153 North 100 East  
Lehi, UT 84043

**Lehi City Corporation**  
**Administrative Services Department**

**Human Resources Information System**

REFERENCE NUMBER: Bid No. 2013-5  
BID TITLE: "Human Resources Information System"  
BID LOCATION: Lehi City, Utah

SUBMISSION DEADLINE: September 18, 2013  
SUBMISSION TIME: 5:00 PM MDT  
SUBMISSION PLACE: Lehi City Purchasing Office  
153 North 100 East  
Lehi, Utah 84043

BID DESCRIPTION: This is a contract for a Human Resources Information System. Services include product demonstration, contract, set-up, installation, and continuing assistance as needed.

BID CONTACT: David Kitchen  
Human Resources Manager  
(801)768-7100 ext. 2265  
[dkitchen@lehi-ut.gov](mailto:dkitchen@lehi-ut.gov)

CONSULTANTS: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with appropriate supplements and/or samples. Please submit bids through Bidsync.com or mail or deliver to the Lehi City Purchasing Office address above by the submission deadline. Bids received after September 18, 2013 at 5:00 PM MDT will not be considered.

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Additional instructions for submitting bid:

- A. It is the responsibility of the Supplier to "Log In" through BidSync. For assistance contact BidSync at 1-800-990-9339.
- B. Questions regarding this bid should be submitted through BidSync. The Supplier may also contact David Kitchen, Human Resources Manager (see "Bid Contact" above). Bid #2013-5 must be referenced on all bids and correspondence related to the RFB. Significant questions that arise subsequent to the issue of this RFB will be consolidated and answers will be

provided to all Consultants on record as receiving this RFB. All questions should be received three (3) working days prior to bid due date.

- C. The recommended method to submit your bid is through BidSync. By using alternate methods of delivery, supplier bears all risks if documents are not received at the Purchasing Office prior to the submission deadline. Supplier should call to verify the Purchasing Office has received the hard-copy bid prior to the bid closing. If using an alternative method, Consultants may either mail or hand-deliver one (1) bound hardcopy and one (1) CD electronic copy to the Purchasing Office. Responses should be addressed as follows:

RFB #2013-5: Human Resources Information System  
Lehi City Purchasing Office  
153 North 100 East  
Lehi, Utah 84043

Following the deadline, the names of those responding to the RFB will be made public. All other information will remain confidential, as required by law. (See Section 2.10)

Unless specifically authorized by the City's Purchasing Office, telephonic bids or modifications of bids will not be considered. However, modifications by email, fax, etc. for bids already submitted through the proper channels will be considered, if received prior to the time for the submission deadline.

## **SECTION 1: SYSTEM REQUIREMENTS AND BID PRICING**

### **1.1 SYSTEM REQUIREMENTS**

Lehi City Administrative Services Department (the City) is seeking bids for a Human Resource Information System (HRIS). The City does not currently employ any HRIS system. Rather, all Human Resource tasks and paperwork are completed manually. On average, Lehi City employs approximately 700 employees (full and part time included). However, this number does fluctuate by season.

The ideal HRIS program will have the ability to do record keeping, employee tracking including job and salary history, online job applications, and online time and attendance tracking. Additional capabilities such as performance evaluation management or new hire paperwork would be preferred, but are not considered essential.

The system would need to be able to interface and transfer information to the City's payroll system, Caselle Clarity. Ideally, the HRIS program would be highly standardized and require low levels of IT customization. Further, the selected Consultant would need to be able to provide customer service both during the time of installation and for continuing system maintenance.

Prior to the final selection of a product, selected Consultants will be asked to come and perform a product demonstration for members of the evaluation committee.

The capital costs and startup budget for the Human Resource Information System is \$50,000 with \$25,000 budgeted for ongoing costs.

Consultants should submit bids by September 18, 2013, at 5:00 PM MDT. Bid documents and specifications for Bid No. 2013-5, "Human Resource Information System," can be found online at [lehi-ut.gov/business/rfp](http://lehi-ut.gov/business/rfp) or on BidSync.com.

### **1.2 BID PRICING**

The Consultant shall provide a HRIS that meets all services as described in the System Requirements above. The total cost for the Human Resource Information System as referenced above is: \$\_\_\_\_\_

**SIGNATURE OF CONSULTANT**

***By*** \_\_\_\_\_

***Title*** \_\_\_\_\_

***Address*** \_\_\_\_\_

\_\_\_\_\_

***Date*** \_\_\_\_\_

## **SECTION 2: INSTRUCTIONS TO CONSULTANTS**

### **2.1 ADMINISTRATIVE GUIDANCE**

The information provided herein this RFB is designed to provide interested Consultants with sufficient information to submit bids meeting minimum requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data therefrom. Consultants are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFB.

### **2.2 SCOPE OF TERMS & CONDITIONS**

Before submitting a bid, the Consultant shall understand all contract conditions referred to in this document, and any addenda issued before the bid submission date. It shall be the Consultant's responsibility to ensure that the bid includes all addenda issued prior to the bid submission date. By submitting a bid, the Consultant acknowledges and accepts the Terms and Conditions described herein.

### **2.3 BID RESPONSE OUTLINE**

The Consultant must submit a complete and concise response to the RFB, demonstrating the ability to meet the requirements of this RFB. Pertinent supplemental information should be referenced and included as attachments. The contents of the bid submitted by the successful Consultant may become part of any contract awarded as a result of this solicitation. All bids must be organized to comply with the following sections:

#### **LETTER OF TRANSMITTAL**

The letter of transmittal should include an introduction of the Consultant, including the name, address, telephone number and fax number of the person to be contacted, along with others who are authorized to represent the Consultant in dealing with this RFB. Any other information not appropriately contained in the body of the bid should also be included in the letter of transmittal. The transmittal letter should be signed by an authorized representative of the Consultant empowered with the right to bind the Consultant for the amounts estimated and terms proposed.

#### **EXECUTIVE SUMMARY**

An executive summary should briefly describe the Consultant's HRIS product introduce the features of the product. The summary should also indicate any criteria expected by the City that cannot be met by the Consultant. (See Detailed Discussion below and Section 3.3)

#### **DETAILED DISCUSSION**

This section should be the major portion of the bid and must contain a specific response to each section in this RFB. Failure to provide written response to items indicated will be interpreted by the City as an inability by the Consultant to provide the requested service. The Consultant should include a detailed discussion should include the following:

1. The professional reputation & qualifications of the Consultant. Include a list of clients using the Consultant's HRIS system and the names and telephone numbers of the contact person in those organizations. This list may include organizations from the public and private sector and from organizations inside and outside of Utah.
2. A description of the HRIS product capabilities. Specifically the system's:
  - a. Record keeping ability
  - b. Employee tracking ability
  - c. Online job application ability
  - d. Online time and attendance ability
  - e. Additional capabilities not previously listed
3. A discussion of the HRIS product's interfacing capabilities with Caselle Clarity.
4. A description of the work required by the City's Information Technology team to install and run the HRIS product. Discuss the level of customization required for the product to be implemented for use in the City.

#### COST PROPOSAL

The Consultant must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal should include the cost per employee, the annual fee, and other fees as applicable. The pricing for all products or services shall remain firm for the duration of the contract. No price changes, additions, or subsequent qualifications will be honored throughout the duration of the contract except with approved change orders. Pricing on all transportation, mobilization and other charges shall be prepaid by the Consultant and included in the bid prices. The Consultant must indicate any additional charges not mentioned above or forfeit the right to payment for such items.

#### FINANCIAL REPORT

The Consultant should furnish a current financial report (audited, if available) for the company's most recent fiscal year. The financial report should include the size of the Consultant as measured by:

- A. Number of personnel;
- B. Number of clients, including the names of clients in the State of Utah; and
- C. Annual sales.

#### MISCELLANEOUS

The Consultant should provide any supplemental information and attachments relevant to the bid, including company literature and catalogs.

#### **2.4 BID PREPARATION COSTS**

Lehi City is not liable for any cost incurred by the Consultant associated with the preparation of the bid or the negotiation of a contract for services prior to the issuing of the contract.

## **2.5 SUBSTANTIVE BIDS**

The Consultant certifies that, (a) the Consultant's bid is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) the Consultant has not directly or indirectly induced or solicited any other Consultant(s) to put in a false bid; (c) the Consultant has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) the Consultant has not sought by collusion to obtain for themselves any advantage over any other Consultant(s) or over Lehi City; and (e) Consultant shall not violate or cause any person to violate the Utah Municipal Officers and Employees Ethics Act.

## **2.6 RESTRICTIONS**

All bids must clearly set forth any restrictions or provisions deemed necessary by the Consultant to effectively service the proposed Contract.

## **2.7 BID SHALL BE BINDING SUBJECT TO ACCEPTANCE**

Bids shall be binding upon the Consultants for sixty (60) calendar days from submission deadline. A Consultant may withdraw or modify their bid any time prior to the submission deadline by written request, signed by the same authorized officer or agent who signed the original bid.

## **2.8 ADDENDUM TO THE RFB**

In the event that it becomes necessary to revise this RFB in whole or in part an addendum will be provided to all Consultants on record as having received this RFB. A statement issued in an addendum shall have the effect of modifying a portion of the bid documents when the statement in the addendum specifies a section, paragraph or text and states that it is to be so modified.

Any other communication, both spoken and written, which are received by any representative of the Consultant from sources other than official addendum should be confirmed by the Consultant with the Bid Contact as being true and accurate prior to incorporating such information into their response. This refers to both formal and informal conversations and communications.

## **2.9 ALTERNATIVE BIDS**

Consultants may submit more than one bid, each of which must follow the Bid Response Outline (Section 2.3 herein) and satisfy the requirements of this RFB. If alternative bids are submitted, the Consultant must explain the reasons for the alternative(s) and its comparative benefits. Each bid submitted will be evaluated on its own merits.

## **2.10 DISCLOSURE OF BID CONTENT**

Under the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1993 and supp. 1996), as amended ("GRAMA") certain information in the submitted bid may be open for public inspection. If the Consultant desires to have information contained in its bid protected from such disclosure, the Consultant may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the bid (GRAMA, Section 63G-2-309). Pricing elements of any bid will

not be considered protected. All material contained in and/or submitted with the bid becomes the property of Lehi City and may be returned only at the City's option.

## **SECTION 3: BID EVALUATION**

### **3.1 EVALUATION PROCESS**

All bids in response to this RFB will be evaluated in a manner consistent with Lehi City and Utah State Procurement Code 63g-6a-101, et seq. and all applicable rules, regulations, and policies. In the initial phase of the evaluation process, the evaluation committee will review all bids timely received. First, non-responsive bids (those not conforming to RFB requirements) will be eliminated. Second, the remaining bids will be evaluated in a cursory manner to eliminate from further consideration those bids which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each Consultant bears sole responsibility for the items included, or not included, in the response submitted by that Consultant. Lehi City reserves the right to disqualify any bid that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFB.

At the conclusion of this initial evaluation phase, selected bids will be chosen for detailed review and evaluation. Lehi City reserves the right to be the sole judge as to the overall acceptability of any bid or to judge the individual merits of specific provisions within competing offers.

### **3.2 ONSITE DEMONSTRATION**

Prior to the final awarding of contract, the City will ask selected Consultants to complete an onsite demonstration of their product so that the selection team can see the full capabilities of the HRIS product. These demonstrations will be scheduled by the Bid Contact, or another member of the bid committee.

### **3.3 EVALUATION CRITERIA**

Lehi City will judge the merit of all bids received in accordance with the general evaluation criteria listed below. Failure to provide any of the information requested may result in the bid being removed from further consideration. In evaluating the bids, the City will consider:

1. Professional Reputation & Qualifications
2. Record Keeping Ability
3. Employee Tracking Ability
4. Online Job Application Ability
5. Online Time and Attendance Ability
6. Additional System Capabilities
7. Ability to Interface with Caselle Clarity
8. IT Ease
9. Cost (per employee, annual fee, and other fees as applicable)

### **3.4 AWARD OF CONTRACT**

Upon completion of the evaluation process, Lehi City may negotiate with and award the contract to the Consultant whose bid is determined to be most advantageous to the City as determined by the evaluation criteria discussed above. **AWARD OF CONTRACT MAY BE MADE WITHOUT DISCUSSION AFTER BIDS ARE RECEIVED.** Accordingly, each bid should be submitted with the most favorable

price and service available. The contract will incorporate the provisions of this RFB (including any addenda).

### **3.5 RIGHT TO REJECT**

The City reserves the right to reject any and all bids and to waive any formality in the bids received, to accept or reject any or all of the items in the bid, and award the contract in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the bids, if any such action is deemed in the best interest of the City.

## **SECTION 4: GENERAL TERMS AND CONDITIONS**

The winning Consultant should expect to see Terms and Conditions in the final contract substantially similar to the following. Lehi City reserves the right to add to, delete from, or otherwise amend these Terms and Conditions as the City deems necessary.

### **4.1 CONTRACT**

The intention of the Contract is to include all labor, material, transportation, and all other action necessary for the accomplishment of the project described herein.

The Contract shall be signed in triplicate by the City and the Consultant. The accepted proposal will be retained by the City for its files.

### **4.2 THE CONSULTANT**

It is understood and agreed that the Consultant has satisfied itself as to the character of equipment required under this contract and all other matters which can in any way affect its execution and performance of this contract.

No verbal agreement or conversation with any officer, representative, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify the terms or obligations herein contained. Any amendment to the Contract must be in writing, and must be executed by both parties to be valid.

### **4.3 LEHI CITY**

The City shall have responsibility for the general supervision of the project contemplated by the Contract. The Contractor shall have authority to direct the program of manufacture and delivery to insure the performance of the Contract.

### **4.4 ASSIGNMENT**

Consultant shall not assign any portion of its obligations under the Contract without the prior written consent of the City. Assignment or sub-consulting shall in no way relieve the Consultant of any of its obligations under this Contract.

### **4.5 LAWS AND ORDINANCES**

The laws of the State of Utah shall govern any contract executed between the successful Consultant and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Utah, State of Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Utah, and more specifically, the district court of Utah County, Utah.

### **4.6 TERMINATION, SUSPENSION OR ABANDONMENT**

4.6.1 The City may terminate this agreement at any time upon seven (7) calendar days' written notice, in the event the services of the Consultant, in the sole judgment of the City, are

unsatisfactory, because of the Consultant's failure to prosecute the work with diligence or within the time limit specified, or in the event that the Consultant, in the sole judgment of the City, has materially breached this Contract; provided, however, that after receiving the City's written notice, Consultant shall have five (5) working days in which to cure any such deficiency.

4.6.2 The City reserves the right, at its sole discretion, to suspend or abandon this Agreement at any time upon seven (7) calendar day's written notice.

4.6.3 In the event of termination, suspension or abandonment, without cause, the City shall pay the Consultant for services performed according to this agreement up to the time of such termination, suspension, or abandonment. The Consultant shall not be entitled to any additional compensation, award, or damages.

4.6.4 All work accomplished by the Consultant prior to the date of any termination, suspension, or abandonment shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City. If the City has terminated the Project without cause, and then requests to resume the Project with the Consultant after more than three (3) months from the date of termination, the Consultant's compensation shall be subject to renegotiation.

#### **4.7 ACCEPTANCE OF SERVICES RENDERED**

The City, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.

#### **4.8 INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City, and any subsidiary or affiliate of the City, and its past, present and future agents, representatives and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, or expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission by the Consultant, any sub-consultant, anyone directly or indirectly employed by the Consultant or any sub-consultant, or any party for whose acts the Consultant or City may be liable, regardless of whether liability is imposed up on such indemnified party. This indemnity obligation is intended to include, but is not limited to, the indemnification of the City indemnified hereunder for damages apportioned to the Consultant, any sub-consultant, or any person or entity directly or indirectly employed by any of them or any person or entity for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives or employees by any employee of the Consultant, any sub-consultant, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages,

compensations or benefits payable by or for the Consultant, or any sub-consultant, the worker's or workman's compensation acts, disability benefit acts or other employee-benefit acts.

To the fullest extent by law, the Consultant shall indemnify, defend and hold harmless the City and any subsidiary or affiliate, and its past, present and future agents, representatives and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, directly or indirectly arising out of or based in whole or in part upon:

- A. The Consultant's breach of any covenant or warranty of the Agreement.
- B. Any damage or loss to any property caused in whole or in part by the Consultant any sub-consultant, or anyone directly or indirectly employed by any of them, or by any person or entity for whose acts any of them may be liable, except damages or loss attributable solely to acts or omissions of the City or its agents or employees and not attributable to the fault or negligence of the Consultant.
- C. The Consultant's failure to comply with any applicable law, regulation, rule, or ordinance.
- D. The indemnity obligations of this section are in addition to the indemnity obligation of the Consultant under the indemnification section.

#### **4.9 INSURANCE**

The Consultant shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFB, in accordance with applicable laws.

4.9.1 The Consultant shall at its own expense, carry and maintain Comprehensive General Liability Insurance including but not limited to \$3,000,000.00 per occurrence

4.9.2 The Consultant shall at its own expense, carry and maintain Automobile Public Liability insurance with Bodily Injury and Death Limits of at least \$250,000 for any one person and \$500,000 for any one occurrence, and Property Damage Limit per occurrences of \$500,000. Such benefits and such coverage as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Consultant's liability under this Contract. It is intended by this section that the limits set forth herein will exceed applicable minimum requirements under Utah law. However, in the event that the foregoing amounts do not satisfy minimum requirements under applicable Utah law, the Consultant must maintain Automobile Public Liability insurance in amounts satisfying applicable Utah law.

4.9.3 The Consultant shall, at its own expense, carry and maintain professional liability/errors and omissions insurance appropriate to the Consultant's profession to a minimum coverage of \$3,000,000; with neither Consultant nor listed sub-consultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one-year extended reporting period (or longer upon request).

4.9.4 The Consultant shall likewise require its sub-consultants, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.

4.9.5 Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Consultant shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.

#### 4.9.6

All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, directors, officers, agents, and employees as additional insured with respect to the activities of the Consultant and its sub-consultants.

Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Consultant agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Consultant shall provide the City at least sixty (60) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

### **4.10 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

No Consultant of goods and/or services under this RFB or any contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

### **4.11 RECORD KEEPING AND AUDIT RIGHTS**

Any Consultant providing goods or services under any contract shall maintain accurate accounting records for all goods and services provided thereunder, and shall retain all such records for a period of at least three (3) years following termination of the Contract. Upon 48-hours' notice and during normal business hours, the City, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The City's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter.

### **4.12 MANAGEMENT REPORTS**

Upon request the Consultant should be able to summarize and concisely report pertinent information to the City in a timely manner, throughout the duration of any contract resulting from this RFB.

### **4.13 FURTHER AGREEMENTS**

In addition to a bid, the City may from time to time require Consultant to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.

#### **4.14 RELATIONSHIP OF THE PARTIES**

In assuming and performing the obligations of any contract, the City and any consultant shall each be acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, or employee of the other.

#### **4.15 TAXES –CONSULTANT’S RESPONSIBILITY**

Consultant shall be responsible for and pay all taxes which may be levied or incurred against the Consultant in connection with the performance of any services under a Contract, including, but not limited to, taxes levied or incurred against Consultant's income, inventory, property, sales, or other taxes.

#### **4.16 TAXES -CITY IS EXEMPT**

The City is exempt from the payment of any federal excise or any Utah sales tax (State of Utah Sales Tax Exemption number: Q41296. Exemption certification information appears on all purchase orders issued by the City and such taxes will not apply to the City unless otherwise noted. The price must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, Consultant may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City.

#### **4.17 ROYALTIES AND PATENTS**

The Consultant shall pay all applicable royalties and license fees. Consultant shall also defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof.

#### **4.18 PAYMENTS**

These terms of payment cover payments to be made at the time of delivery of the project. Unless otherwise specifically indicated in these contract documents, the terms of payment will be NET, 30 days upon delivery and acceptance of the CFP, IFFP, and impact fee study. A five percent (5%) retainage will be withheld until final product is reviewed and accepted by the City.

Invoices shall be submitted to:

Lehi City  
Attn: Accounts Payable  
153 North 100 East  
Lehi Utah, 84043

#### **4.19 PAYMENT WITHHELD**

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect itself from loss on account of:

4.19.1 Defective study not remedied.

4.19.2 Claims filed or reasonable evidence indicating probable filing of claims.

4.19.3 Any other violation of or failure to comply with the provisions of this contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them. The City reserves the right, in case of Consultant default, to procure the services from other sources while holding the defaulting Consultant responsible for any excess costs occasioned thereby.

#### **4.20 ACCEPTANCE AND FINAL PAYMENT**

In a timely manner after the study has been delivered and accepted, the City will make a final estimate stating that the Contract has been completed and that the study has been accepted by him under the terms and conditions thereof, with qualifications, if any, as stated and the balance found to be due the Consultant according to the terms of payment shall be paid by the City, as provided under

4.20.1 PAYMENTS of this document. Prior to filing a final estimate, Consultant shall file with the City a sworn statement that all items of labor entering into the study have been paid.

#### **4.21 CHANGE ORDERS**

All change orders shall be described on a Change Order Request Form, provided by the City, and be authorized in writing by the City prior to proceeding with the work requested.

No payment shall be made to the Consultant for labor involved in correcting errors or omissions attributable in any way to the Consultant or its agents, subcontractors, and the like, which result in the final proposal not in accordance with the Specifications.