CITY OF TRACY

REQUEST FOR QUALIFICATIONS & PROPOSALS

ERP PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES (Including Human Resource, Payroll & Employee Self-Service)

(CIP 79411 PMS)

Response Due Date & Time

Wednesday, December 23, 2015
5:00 p.m. (PT)

SUBMIT RESPONSES TO:
Attn: Laura Borjon
City of Tracy
Administrative Services Department
333 Civic Center Plaza
Tracy, CA 95376

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CITY OF TRACY, CALIFORNIA
REQUEST FOR PROPOSALS
ERP PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES

The City of Tracy, California, is seeking proposals for:

Enterprise Resource Planning (ERP) Professional Project Management and Implementation Services for completing the Financial Management Installation, including Utility Billing payment capture, Project and Grant Accounting, Cash Management, Work Orders for Fleet & Facilities, Human Capital Management, Payroll Applications, Community Development, Citizen Services, Reporting, and Data Conversion.

In accordance with the specifications of the RFP, sealed proposals will be received in the Finance Division until 5 P.M. Pacific Time, Friday, December 23, 2015. Late proposals will not be considered.

A copy of the bid and any related materials may be obtained from the City of Tracy web site at: www.ci.tracy.ca.us

Sealed proposals shall be plainly marked 'ERP PROJECT MANAGEMENT & IMPLEMENTATION SERVICES'. Proposals must be mailed to:

Laura Borjon
City of Tracy – Finance Division
333 Civic Center Plaza
Tracy, California 95376

Hand delivered proposals must be delivered to the above address.

Proposals shall be prepared at the bidder's expense and becomes a City record and therefore a public record.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP.

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Section I: General RFP Information

RFP OBJECTIVES

The purpose of this RFP is to solicit proposals from vendors qualified to provide professional project management and implementation services related to the implementation of a new organization-wide Enterprise Resource Planning (ERP) system for the City of Tracy.
The chosen contractor will provide project management, consulting and technical assistance as specified herein, together with such other related functions and duties as directed by the City. The City will consider proposals from individuals, group of individuals, independent contractors, and businesses supplying an individual(s) to provide project management service. The ideal contractor will have:

- Experience working with Tyler Munis Financial Management, specifically project and grant accounting and utility billing payment capture;
- Tyler Munis HR & Payroll applications;
- Citizen Services, Reporting, and data conversion;
- Extensive experience in human resource and payroll applications;
- Specific experience in California local government payroll including public safety, multiple labor groups, CalPERS and SDI;
- Extensive experience in the full ERP lifecycle principally in implementation;
- Implementation project manager for municipal governments;
- Solid expertise in business process evaluation, improvement and change management in this arena.

The selected provider will have excellent operational and technical project management depth in areas of interest to the City under this RFP, and must be a highly-effective communicator, particularly in (1) translating technical concepts to non-technical audiences, and (2) persuading and leading organizations through radical change management efforts. They will have significant experience with public sector organizations, having worked with cities both larger and smaller than Tracy. They will also have significant experience implementing and working with human resource and payroll applications.

BACKGROUND

The City of Tracy, California with a population of approximately 85,000 is centered in a triangle formed by major freeways of I-580, I-205 and I-5. Tracy is conveniently situated just an hour from Sacramento, San Francisco and San Jose and just a few hours from Los Angeles. Tracy has established itself as an important suburb to the San Francisco Bay Area region with its solid base of small businesses, national retailers and restaurants. With an ongoing commitment to providing high-quality, economical, responsive services to the local community, Tracy is well-positioned for future commercial, office and industrial development.

The City operates as a full-service municipal organization under a Council-Manager form of government. Tracy has approximately 430 full-time employees and 465 FTE's. Significant employee groups include Police, Fire, Teamsters, Mid-Managers, Department Directors and Support Services.

The City's 2015-16 budget document is recommended as a detailed resource for review of Tracy's municipal service areas, goals, financial policies and practices, citywide organizational structures and

staffing levels (including those of our Finance, Human Resources and Information Technology departments) and financial infrastructure.

The City has been in a transitional state for the past two years as many of the City's long-term management has retired or moved on to other opportunities. This includes the City Manager, Assistant City Manager, Police Chief, Fire Chief, Administrative Services Director, Public Works Director and City Engineer, among others. And while all of these positions have been filled, the City has suffered during vacancies and through the loss of institutional knowledge.

ERP PROJECT

Background

In June 2014, the City of Tracy selected the Munis ERP (Munis) system from Tyler Technologies, Inc. (Tyler) to provide enterprise wide financial, human resource and community development software to the City. This ERP system includes modules for financials and budgeting, cashiering, payroll and human resources, work orders, utility billing, community development (planning, permitting, code enforcement, and business license), and content management (TCM). An aggressive implementation schedule was established and work began on revising the chart of accounts in July. In September, work began in earnest on implementing the financial/budgeting module and shortly thereafter, payroll and human resources.

The City chose the Software as a Service (SaaS) module where all servers, databases, etc. are hosted offsite at the vendor's facility. Under the SaaS (aka "cloud") model, staff accesses the software through a web browser. A VPN appliance provides secure access to the hosting site. Tyler hosts the software and databases on servers located in Falmouth, Me. Tyler also provides all software, help desk and DBA support. Internal support for Lan/Wan, VPN, desktop computers, etc. is provided by the City's I.T. department.

In addition to the Munis ERP software, the City also purchased Tyler Cashiering (TC) which is a desktop based product integrated into Munis. TC is used at the front counter for all revenue collections and is being rolled-out to other departments that have cashiering responsibilities.

The City has also selected the Active.Net (Active) product for our parks, recreation and reservation needs. Active is being integrated into Munis for general ledger posting. The City also uses Seat Advisor Box Office (SABO) software for event ticketing. SABO is not currently integrated into Munis. Both Active and SABO operate in a SaaS environment similar to Munis. Finally, the City uses Chameleon for its Animal Shelter.

Munis is replacing outdated Harris GEMS ERP software for financials, budgeting, payroll, cashiering, and some human resource functions. The City has used GEMS since July 2009 (January 2010 for payroll) and before that, Harris Select financials (Wintegrate). The City also uses Harris Northstar for utility billing until Munis utility billing is implemented.

Project Schedule/Current Status

The City began an aggressive implementation schedule beginning in July 2014 with the goal of implementing the financial and HR/Payroll modules in July 2015; Community Development ("CD" - planning, permitting and business licenses) in early 2016 and work orders and utility billing in late 2016. The financials module went live on July 1, 2015 and the CD module is scheduled for early 2016. No work

has been started on either utility billing or work orders at this time. Payroll has been started but is currently "paused". Initial setup of earnings/deductions has been completed; as has initial "limited sample size" testing. Payroll/HR is discussed in greater detail below.

Cashiering was also implemented on July 1, 2015 for the finance department only. This system uses hand scanners, credit card readers and teller check scanners to process transactions. The remote deposit (cash letter) functionality with the City's bank began in October 2015.

Significant Hurdles

The project has suffered several major setbacks over the past 15 months which has forced a delay in the payroll/HR completion and starting implementation work on other modules:

- Limited staff – As with most any agency the size of Tracy, staff resources is very limited and people are stretched thin. This is especially true in payroll where the division is essentially limited to one Payroll Coordinator and a cross-trained backup. The Payroll Coordinator was fairly new to the position (one year) when the project started. The former payroll coordinator is available to assist on a limited scale, as is another former employee who is now retired.

  Our Human Resources division has also struggled through several high-profile recruitments and on labor negotiations while dealing with minimal staffing.

- Key management turnover – In addition to limited staffing, the Administrative Services Director (ASD), left the City a few months after the project started. The department operated with an outside consultant for approximately 10 months until a replacement began in July 2015, just days following go-line of the financials module. The ASD oversees the Finance, I.T. and HR divisions as well as serves as the Executive Team Lead. In addition, the Project Sponsor, the Assistant City Manager (ACM), also left the organization during this same time period. The ACM position has since been filled. It should be posited out that these positions left the organization for larger cities in California.

- Competing priorities – Currently the project is being managed in-house by the Senior Accountant and shares PM duties with a Tyler PM. The Senior Accountant, in addition to being PM, also supervises several areas in the finance division and has direct responsibility for much of the daily finance operations, front-counter, CAFR and audits.

Existing HR/Payroll Systems

Harris Computers MS-Govern Suite (GEMS) human resources and payroll applications have been in use since 2010 (the City is currently running version 4.1) and before that, Harris Select Financials. In addition to the main payroll application, HR uses several additional products including:

- NeoGov recruitment and applicant tracking
- HR Office
- Benetrac benefits and web-based enrollment

Other significant HR/Payroll Systems;

- Timekeeping is currently done on paper timesheets with centralized time entry performed by the payroll coordinator or their backup.
- Numerous independent Microsoft Excel and Access-based shadow systems are also in place across the organization for a number of HR, payroll and timekeeping applications.

- Employee expense reimbursement is a function of Accounts Payable.
- Medical Leave Bank (for City retirees) tracking is performed through a combination of excel spreadsheets, AP and general billing.

Absent from current HR/payroll systems is a comprehensive, integrated array of "hire-to-retire" modules driven by a common workflow engine.

Implementing the Tyler Model

The Munis implementation for Tyler includes most of the features of the HR/Payroll suite. As the existing City system is built on multiple applications and manual processes, including paper timesheets, this is a major change for the City. Some of the significant features/changes being implemented are:

- Electronic timesheets
- Employee self-service for:
    - Time & attendance
    - Leave requests
    - Benefit enrollment
    - Travel & expenditure authorization; although reimbursements will occur through AP
- Document imaging through Tyler Content Manager
- Workflow approvals
- Considering integration with Kronos/Telestaff for timekeeping (and scheduling) with our fire & police departments

The City has chosen to continue using the NeoGov system for on-line applications and applicant tracking.

The City pays salaries & wages semi-monthly but does have one unique feature in that we "pay current". For example, for the pay period of January 1st – January 15th, regular employees would be paid for this pay period on January 15th or the last workday if the 15th is not a workday. Part-time employees are paid after the fact.

The City is planning on converting legacy payroll history from Jan 1, 2010 forward.

SCOPE OF WORK

This Request for Proposal is for a contract of limited duration, estimated at approximately nine (9) to twelve (12) months. It is the City's desire to have the successful contractor on-board by January 2016. For the purposes of this RFP, the City plans for the project management agreement to terminate at the time of final phase acceptance; however, the City may wish to negotiate additional hours associated with post-implementation tasks.

The successful vendor shall either be an individual, group of individuals, an independent contractor, or business supplying an individual(s) to provide project management service and technical implementation duties related to management, coordination of the implementation of the Munis Human Resources, Payroll, Employee Self Service, and related modules as may be directed by the City. The vendor should be a hands-on project manager and project team member involved in and monitoring the daily activities of the project.

A) Project Management:

1. Serving as official project manager to complete the implementation of the remaining modules of the City's ERP implementation, including supervision of project team members on matters related to the completion of implementing the new ERP system. This specifically includes developing timelines, coordinating and suggesting team member, assignments, reviewing progress, ensuring quality control and and ensure timelines and critical milestones are met. Other project management assignments include working with vendors, collaborating with IT, HR and Finance and other stakeholders, developing project plans and staffing plans and needs
2. Prepare a timeline project plan for implementation.
3. Working with Tyler Technologies' project manager to ensure the implementation and deployment of the remaining modules is successfully completed.
4. Working directly with City staff to implement and foster formal change management initiatives associated with the project.
5. Working cooperatively with the City Leadership Committee and legal counsel in implementing policies, procedures, and directives called for by the City.
6. Conducting and/or attending all ERP implementation-related regular and special meetings during the project, including reporting project status to the City Leadership Team.

B) Technical Implementation:
1. Participate as a team member in implementation sessions to implement best practices in processes and procedures.
2. Bringing critical business and regulatory knowledge of Human Resources and Payroll business processes to the project team.
3. Bring Tyler Munis specific knowledge business processes to the project team.
4. Working with the project team to adapt City business processes to efficiently work within the threshold of Tyler Munis program functionality.
5. Assist with legacy data conversion as needed including providing technical resources for conversion mapping, testing and verification.
6. Work with the project team to insure successful testing and verification of all business processes.
7. Work with the project team to implement Munis security and workflow processes.

C) Other:
1. The City would prefer a vendor:
   a. With resources, internally or through contracted services, to assist with the technical data conversion of employee, payroll and payroll history.
   b. With a strong knowledge of Munis security and workflow setup and processes.
   c. With specific knowledge of California requirements relating to CalPERS, SDI, workers compensation and public safety payroll.
2. Coordinate the upgrade process with the finance and community development teams to the current general release of the product.

In addition to the responsibilities and duties enumerated above, the successful Project Manager will also perform all other duties and responsibilities assigned by the City Leadership Team related to management and coordination of the implementation of the HR/Payroll modules.

RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the RFP Coordinator.

Name:	Robert Harmon
Address:	City of Tracy 333 Civic Center Plaza Tracy, CA 95376
Telephone:	(209) 831-6828
E-mail:	robert.harmon@ci.tracy.ca.us

PROPOSAL SCHEDULE

The proposal schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to Vendors	December 8, 2015
Proposal Responses Due	December 23, 2015 (5:00 PM PT)
Finalist interviews (please reserve these dates)	Week of January 4, 2016
Vendor Selection (target)	January 11, 2016
Work Begins (target)	February 1, 2016

QUESTIONS REGARDING THE RFP

Vendors who request clarification of the RFP's requirements may submit written questions to the RFP Coordinator by 5 p.m. (Pacific Time) on December 18, 2015. An email should be sent to robert.harmon@ci.tracy.ca.us. All questions and answers will be posted on the City's website as an addendum.

PROPOSAL SUBMISSION REQUIREMENTS

The following provides specific instructions for submitting your sealed proposal.

Due Date:	Proposals must be received by the RFP Coordinator no later than Wednesday, December 23, 2015, at 5:00 PM (Pacific Time). Proposals shall be plainly marked "RFP ERP Project Management and Implementation Services". Late proposals will not be accepted nor will additional time be granted. All proposals and accompanying documentation will become the property of the City and will not be returned. *The City cautions vendors to assure actual delivery of mailed or hand-delivered responses directly to the address noted above by the established deadline. A*

	response received by the City after the established deadline will not be considered.
Number of Copies:	A total of four (4) hard copies and an electronic copy of the vendor's proposal, in its entirety, must be received as specified above. The electronic copy can be cd/dvd, USB flash drive or emailed; however an emailed copy still must be received before the due date above as well as the hard copy. The City will not accept facsimiles.
Address for Submission:	City of Tracy Finance Division Attn: Laura Borjon 333 Civic Center Pl Tracy, California 95376

EVALUATION PROCEDURES

The RFP coordinator and a committee of City staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's qualifications and costs meet the needs of the City as described in this document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that finalists participate in an interview and conduct a presentation to a selection team.

The City plans to apply the following criteria in selecting a project management partner:

- Project Management Experience (e.g. certifications; successful, "full life cycle" completion of similar ERP projects, particularly in municipal government environments)
- Technical Knowledge (e.g. knowledge of and experience with ERP applications and associated infrastructure platforms, specifically SaaS models)
- Functional Technical Knowledge (e.g., knowledge of and experience of human resource and payroll functions, particularly in:
    - California municipal government;
    - Public safety employees and labor agreements
    - CalPERS
    - SDI & workers compensation
- Product Specific Knowledge and Experience (e.g., knowledge of and experience in Tyler Munis human resource and payroll applications including employee self-service and Tyler Content Manager)
- Management and Interpersonal Skills (e.g. ability to manage and reconcile stakeholders issues and priorities; successful experience designing, implementing and managing comprehensive change management programs during ERP implementations)
- Pricing (e.g. price proposal, contract requirements and objections)

Section II: Proposal Submission and Conditions

PROPOSAL SUBMISSION

The complete proposal shall include the proposal document with a point-by-point response to the RFP and all other materials requested in the RFP. Vendors may include any additional materials they feel could assist in the evaluation of the proposed system. However, each question shall be responded to completely. References to other documents shall not be accepted.

The City is interested in leveraging a joint ability to adjust the expenditure of contract project management hours in a manner that meets project needs at various stages of the project lifecycle, rather than requiring full-time resource commitment throughout the project. As such, the City is open to a contractual arrangement that allows the successful firm to engage in other business endeavors so long as the legal and performance requirements of the Professional Services Agreement between both parties is enforced at all times and conflicts of interest are avoided.

Content of the Proposal: Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to perform the following requirements of this RFP. This should include the five (5) section listed below:

1. Vendor Qualifications: Please provide a brief history and overview of your firm and its organizational structure, or if an individual, a description of your qualifications with special emphasis on your understanding of the services required and how you propose to fulfill the needs of the City, including the following information:
   a. Name, mailing address, e-mail address, telephone, and fax number of the vendor.
   b. Type of organization (individual, partnership, corporation, or other). Please include Federal Tax ID (FEIN).
   c. Principals of your firm (as applicable).
   d. State why you are well-qualified to provide the City with the ERP procurement and implementation services outlined in the "Scope of Work" section above. This must include the size of the organization, list of the staff qualified to provide these services, and the location of the coordinating office. (Note: The City anticipates the need to provide adequate office/meeting space and computer hardware/software for the successful project manager subject to clarification during contract negotiations.)
   e. Provide specific descriptions of the experience of the vendor in providing these services to clients similar to the City.
   f. Provide five (5) references from other clients to which the vendor has provided services similar to those outlined in this RFP. Include names, addresses, phone numbers, a thorough description of project scope and deliverables, and dates of the service. Contacts shall be those who have personal knowledge of your vendor's performance for this requirement.

2. Project Manager Qualifications and Experience: Please identify the individual staff member(s) who will be assigned to provide the professional project management and technical assistance services outlined in the RFP, including:
   a. Identify and provide the resume of the individual who will be assigned to provide these contracted services on a day-to-day basis to include:

i. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
ii. Identify the assigned individual's position within the vendor and the degree to which they will be able to commit resources and time to provide the services.

b. Identify and provide resumes of any individuals who will be assigned to assist the individual assigned to provide the services to include:
   i. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
   ii. Identify the staff roles and responsibilities, and how these individuals will work with the assigned primary individual providing these services.

3. Technical Approach to Service Provision: Provide a brief description of the vendor's approach to this project to include:
   a. Provide a written explanation detailing how the assigned individual will approach the provision of the services outlined in this RFP to include:
      i. The management of time, resources, and staff to accomplish goals.
      ii. Working with the project team on issues for consideration by the ERP Steering Committee.
      iii. Working with ERP functional and technical staff members on issues of a routine nature and those that are urgent or emergencies.
      iv. Developing and modifying policies and procedures.
   b. Describe in detail the information and assistance you will require from the City Leadership Team in providing these services and indicate if additional information or resources will be required.
   c. Provide samples of an actual report or work product that you have performed for services similar to those required in this RFP.

4. Tyler Munis Specific Knowledge and Experience: Please discuss relevant experience with answer the supplemental questions below.
   a) What is your experience providing project management to financial management implementation?
   b) Discuss your knowledge and experience with Tyler Munis ERP products? How well do you know the product? What product versions are you experienced with?
   c) What technical resources do you available to assist with legacy data conversion, either internal or contracted?
   d) Discuss any specific knowledge of working with 3rd party vendors to integrate Munis with their products (e.g. Kronos Telestaff).
   e) Discuss your understanding of Munis Roll Based security
   f) Discuss your knowledge and experience implementing Munis Workflow
   g) Informational Only: Discuss your knowledge of other Tyler Munis applications (e.g. Utility Billing, Work Orders, etc.)

5. Financial/Pricing Proposal: It is the intent of the City to purchase these services for a specific time period at a specific unit cost. The Vendor will be engaged as an independent contractor (see Professional Services Agreement, attached), and will be responsible for all benefits, any and all taxes (including without limitation all income, payroll, and self-employment taxes), and insurance requirements. As noted above, the City is open to negotiating an agreement that

adjusts the expenditure of project management professional services hours to meet cyclical project needs. Please keep this in mind as you consider the proposal pricing options below:

a. The vendor must propose a total per hour charge for the individual or individuals assigned to provide the services described above to include all costs for salaries and benefits.
b. In addition, the vendor is encouraged to propose a fixed monthly amount from initial assessment through ERP system acceptance (approximately 6-9 months). The vendor is encouraged to apply its experience with ERP implementations and associated project lifecycles in arriving at this monthly amount.
c. Further, the vendor is encouraged to propose a fixed amount for the entire project, from initial assessment through system acceptance (approximately 9-12 months).
d. Mileage expense reimbursement will be at the Internal Revenue Service rate.
e. All other expenses will require pre-approval from the City. Vendor shall identify other expenses for which reimbursement will be sought, including any fixed rates or charges applicable to any category of expenses.
f. As a tax-exempt entity, the City is not liable for any sales or other excise tax on the service rendered.

Pricing:
Please complete the following pricing table and answer the supplementary pricing questions that follow.

Per Hour Charge to Provide Services $ _____ per hour

AND (optional)

Total monthly fees (all-inclusive) $ _____

AND (optional)

Total per Project Charge to Provide Services $ _____

Questions:

1) Please describe what costs or expenses are included in the above rate.
2) What costs or expenses do you anticipate may be required in addition to those included in the above rate?

Acceptance of Terms and Conditions:
In your proposal response, indicate exceptions that your firm takes to any terms, conditions and/or response requirements listed in this RFP, including the Appendices and Boilerplate Professional Services Agreement and Non-Collusion Certificate Attachments. Proposals that take exception to the specifications, terms, or conditions of this RFP or offer substitutions must explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

Signed,

By: _____

_____
Title Date

For: _____

TERMS & CONDITIONS

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City. This includes travel to and from the City of Tracy for the purposes of participating in interviews as part of the selection process.

PUBLIC RECORDS LAW:

Pursuant to California Government Code Section 6250, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted responses are subject to this code section.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure unless otherwise publicly available. Data processing software obtained under a licensing agreement that prohibits its disclosure is also exempt.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CONTRACT AWARD AND EXECUTION

- The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products/services to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.

- If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

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City of Tracy
PROFESSIONAL SERVICES AGREEMENT

ERP Project management and Implementation Services

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and _____ *[Complete name of legal business entity, and business status, such as a California corporation]*, a _____(Consultant).

Recitals

A. *[Recitals should include a brief description of the procedures that led up to the Agreement. If an RFP was issued, the Recitals should include the following general information: "On ____, the City issues a Request for Proposals (RFP) for the _____[full project name and number] (Project). On _____, Consultant submitted its proposal for the Project to the City. After negotiations between the City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement."]*

Now therefore, the parties mutually agree as follows:

1. Scope of Services. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: _____. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

3. Compensation.

3.1 General. For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed $____. Consultant's billing rates shall cover all costs and expenses for

Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

3.3 Payment. Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance.

5.1 General. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

5.2 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $2,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.3 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.4 Workers' Compensation coverage shall be maintained as required by the State of California.

5.5 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than $1,000,000 per claim.

5.6 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability with the following provisions:

5.6.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.6.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.7 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.8 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.9 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.10 Substitute Certificates. No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

5.11 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

6. Independent Contractor Status; Conflicts of Interest. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

7. Termination. The City may terminate this Agreement by giving ten days written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Miscellaneous.

9.1 Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:	To Consultant:
_____	_____
_____	_____
_____	_____
_____	_____

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

9.2 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

9.3 Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

9.4 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

9.5 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

9.6 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

9.7 Compliance with the Law. Consultant shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

9.8 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.

9.9. Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

9.10 Entire Agreement; Severability. This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

10. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties agree to the full performance of the terms set forth here.

City of Tracy	Consultant
_____ By: _____ Title: _____ Date: _____	_____ By: _____ Title: _____ Date: _____
Attest: _____ Nora Pimentel, City Clerk	Federal Employer Tax ID No. _____ _____ By: _____ Title: _____ Date: _____
Approved as to form: _____ Daniel G. Sodergren, City Attorney	

Exhibits:

A Scope of Services, including personnel and time of performance (See Agreement sections 1 and 2.)

B Compensation (See Agreement section 5.)