Request for Proposal for
Permitting System Software

Proposal must be received no later than:
October 21, 2021 @ 3:00 pm

Deliver proposal to the office of:
Brad Wungluck, Development Services Deputy Director
bwungluck@ci.manteca.ca.us
1215 W. Center Street, Ste 201
Manteca, CA 95337
(209) 456-8500

TABLE OF CONTENTS

SECTION 1 - INVITATION FOR PROPOSALS

Notice. Notice is hereby given that the City of Manteca will accept sealed proposals for a replacement Permitting System in accordance with the general provisions for purchases of the City of Manteca. All proposals must be in the format specified within, enclosed in a sealed envelope and clearly identified with RFP title, company name, and due date.

Deliver proposals to the Development Services Department at the address indicated on the coversheet on or before <u>October 21, 2021 @ 3:00 p.m</u>. It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the closing time as late bids will not be accepted and will be returned unopened.

Purpose. The City of Manteca Development Services Department is seeking an experienced and qualified vendor to provide a Permitting software system and implementation services that that satisfies the City's entire functional and technical requirements. A detailed description of the products and services required are contained in Section 3 Scope of Work.

Please submit your RFP response by **October 21, 2021**

SECTION 2 - BACKGROUND AND CURRENT SYSTEMS

Background

The City of Manteca, California (the City) is located in San Joaquin County and is known as the "Family City." It is served by an extensive network of freeways, bus lines, and Altamont Commuter Express. Currently, it is estimated that there are 80,000 residents of the City of Manteca with the City growing by approximately fifty-six percent since 2000.

The City is governed by a City Council / City Manager form of government. The City Council is made up of four members plus a mayor that serves as the head of the City Council. The City Council appoints a City Manager to oversee the City's nine departments.

Background Summary	
Population	79,129
Fiscal Year	July 1 – June 30
Governance Structure	City Council / City Manager
Permit Volume by Division per Year	Building – 4,000 issued per year Planning – 100 Engineering - 250

Current Systems

The City currently uses Tyler/NewWorld for Permitting and Planning and ePlanSoft for electronic/online plan review. The City has determined the need to implement a more robust GIS-centric best of breed solution for Permitting, Planning, and Inspections to meet the needs of Building, Planning, Fire and Engineering.

The following table outlines key systems used by the City today, how they relate to this project, and whether they will be interfaced or integrated with the replacement Permitting system.

Application - Vendor	Keep/Replace	Integrate/ Interface
Permitting – New World	Replace	N/A
Land Management – New World	Keep	
GIS - Esri ArcGIS 10.5.1	Keep	Yes
Financials and Payroll – Tyler/NewWorld (Version 2017.1.0023)	Keep	Yes
Cashiering – Tyler/NewWorld (Version 2017.1.0023)	Keep	Yes
Code Enforcement – GoGovApps	Keep	Preferred
Electronic Plan Review – ePlanSoft	Depends	N/A

In addition, Excel spreadsheets, Access databases, or other shadow systems are being used to manage, query, and report information outside the Permitting system. The vision of the City is to eliminate or minimize the need for the shadow systems within the department and rely on technology to improve efficiencies and system usability. Process improvement is expected to coincide with software implementation activities and the adoption of best practices wherever possible.

Platform. The City prefers a Permitting solution that runs in a Microsoft Windows Server Datacenter environment utilizing the Microsoft SQL Server 2016 for the database. Web-enabled or Web-based systems are preferred. The City will consider On-Premises or Cloud-based solutions and would like to understand more about a Vendor's Cloud strategy.

Security. It is expected that the new Permitting system will have tight security controls which meet regulatory compliance and audit standards. Preference is for role-level security to the menu and screen level; security should flow through to standard as well as 3rd Party reporting tools. Microsoft Active Directory is preferred for single sign-on and global security administration.

Integration. Currently, most interfaces with existing systems are manual or via flat file. The City is interested in leveraging more open integration tools that support a Microsoft Windows platform such as .NET, Service Oriented Architecture, XML, Web Services, APIs, SharePoint services, etc. Prior experience with integration to the City's existing applications is considered a positive differentiator.

Desktops. There are approximately 30 workstations running Windows 7. New desktops being acquired will be setup with Windows 10. Google Chrome is the standard Web browser, but a browser-agnostic system is desirable.

Mobile Accessibility. The City's preference is to utilize mobile devices for non-office or field work performed by employees, and is interested in exploring mobile hardware and software options that are optimized for what vendors provide. Mobile systems should have the ability to cache data from the server and allow data entry in the field without connectivity and re-synch data once connectivity is available. Mobile printing is a nice feature, but not required. The same security provisions used for desktop computing shall apply to the mobile environment.

Parcel Information. Parcels numbers are assigned by the County, which also maintains official parcel ownership, sale and transfer dates, size and dimensions, and land value information. This information is currently imported into New World. The City maintains the parcel layer and parcel attribute data such as land use, zoning, permitting, entitlements, etc. The City shares this data with the County for assignment of an Assessor's Parcel Number (APN) when permits are requested. The City would like to improve transfer of data between systems to bring in monthly updates and update GIS.

GIS Systems. The City currently uses Esri ArcGIS for its GIS solution. The City envisions that the new Permitting will have bi-directional integration with GIS. Functionality required includes the ability to drill down from spatial maps into the Permitting system for views of open, expired or pending permits, as well as history of permitting, code enforcement or other activities pertaining to an individual parcel or group of parcels within a project.

Reporting. Reporting from the system is primarily by the use of New World. The City requires more user-friendly ad hoc query and reporting tools that are intuitive to the user community.

Document Management. The City currently uses Laserfiche for document management. A replacement Permitting system should provide functionality to integrate with mainstream document imaging systems, and have the ability to place documents into the document imaging system. The software should also be able to interact with other stores of documents and images.

It is anticipated that the new Permitting system and successful implementation will:

- ➢ Position the City to meet its current and future strategic objectives.
- ➢ Make information easily and broadly available to internal and external consumers of data.
- ➢ Streamline the application and permit approval processes and eliminate bottlenecks.
- ➢ Minimize manual processes, reduce paper, and increase usage of automation wherever possible.
- ➢ Automate manual tasks and improve permit efficiency.
- ➢ Minimize the use of shadow systems.
- ➢ Promote the adoption of best practices and the development of policies and procedures.
- ➢ Provide intuitive systems that are easy to navigate.
- ➢ Support query and reporting of data in the user's desired format.
- ➢ Support or compliment the desired technical architecture.
- ➢ Ensure integration with other systems (Processing of Grading Permits and Tracking of Engineering Inspections, Integration with GIS, Integration with Finance, Integration with County Assessor Data, and Integration with the City's document imaging system).

SECTION 3 - SCOPE OF WORK AND TIMELINE

Scope of Work

The City intends to purchase a Permitting system that includes the following specific modules and functional areas:

Modules/Functionality – Required
Electronic Workflow (e.g. applications, plan review, documentation, approvals, alerts, triggers, statuses, etc.)
Document/Image Management or Links
Permitting
Inspections
Electronic Plan Check / Submittal
Planning / Entitlement Applications
Property Information/Attributes
Reporting and Query Tools
GIS Integration
Cash Receipting
Citizen Access

The City will choose a Permitting system that most closely meets its requirements for flexibility and configurability, the functional requirements defined in this RFP, and that provides an open system architecture that permits interfacing to other internal and external systems.

The solution selected will be implemented using a phased approach as recommended by the selected Vendor and approved by the City. The City expects process improvement through implementation of new systems and intends to adopt the best practices offered by the selected Vendor. Vendors who are invited to demonstrate their product should be prepared to discuss the application's best practices and the system's ability to adapt to user preferences.

Timeline

The following defines the estimated tentative timeline for the selection of a Vendor. However, the City reserves the right to modify or reschedule procurement milestones as necessary.

Activity	Dates
Release of Request for Proposal	September 16, 2021
Vendors Questions Submitted	September 30, 2021
Vendors Questions – Answers Posted	October 7, 2021
Proposals Due	October 21, 2021
Selection of Finalists	November 2021
Pre – Demo Meetings	November 2021
Software Demos	November 2021
Due Diligence Review	December 2021
Contract Negotiations	December 2021
Award Contract	January 2021
Implementation Start Date	January 2021

SECTION 4 - EVALUATION PROCEDURES AND CRITERIA

Proposal Evaluation

The City will review all proposals received as part of a structured evaluation process. For each decision point in the process, the City will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level.

The sole purpose of the proposal evaluation process is to determine which solution best meets the City's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best solution and implementation approach for the City's current and future permitting system needs.

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and may arrange interviews with the finalist prior to selection. The evaluation of proposals will be based on a fair, impartial, and competitive selection process in which the evaluation of proposals will not be limited to price alone. Technical merit will be the primary consideration in the selection process.

The City reserves the right to select a vendor based solely on the information submitted in the proposal and to make a contract award without any further discussion with the Vendors regarding the responses received. Therefore, responses should be submitted initially on the most favorable terms available to the

City from a price, contractual terms and conditions, and technical standpoint. The City also reserves the right to conduct discussions with Vendors who submit proposals. The City is not under any obligation to reveal to a Vendor how a response was assessed or to provide information relative to the decision making process.

The City reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the City decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the City may require, and to be the sole judge of the selection process. The City also reserves the right to negotiate separately in any manner to serve the best interest of the City. The City retains the right at its sole discretion to select a successful vendor.

Notification
Based on the evaluation of the proposals, the City will select a short list of no more than four Vendors and invite them to participate in Pre-Demo Meetings and Software Demos. The selected Vendors will be notified in writing or e-mail by the date indicated in Section 3.

Pre-Demo Meeting
The purpose of this meeting is to answer any questions about a Demo Script that will be provided by the City as well as any questions about the software demo process. This meeting will be scheduled after the Short List notification is made.

Software Demos
The functional and technical product Demos will be presented to the City by the Short Listed Vendors by presentation and according to a pre-defined script issued by the City. All Vendors must follow this script during their Demo process. The evaluation criteria for the Demo process will include presentation and adherence to the script as well as the ability to successfully demonstrate the product's ability to meet the City's functional and technical requirements. The City reserves the right to request additional information, interviews, follow-up demonstrations or any other type of clarification of proposal information it deems necessary to evaluate the final Vendors.

Follow Up Demo
The City may request a more extensive technical or functional Demo from vendors. This Demo will be scheduled on an as-needed basis for the Short Listed Vendors.

Site Visits
The City may conduct site visits to any or all of the Short-listed software Vendor's headquarters and/or references. These visits will be scheduled on an as-needed basis for the Short Listed Vendors.

SECTION 5 – VENDOR INSTRUCTIONS

Please submit your RFP response by **August 12, 2021**.
a. Five (5) bound copies of the proposal on 8 ½ x 11 paper with section separators.
b. Two (2) electronic copies on two (2) USB Flash Drives. The Requirements section of the RFP must be in Word format on the flash drive.

Proposals shall be submitted in a package marked "Proposal for City of Manteca - Permitting System". Send or deliver copies to the following:

Brad Wungluck, Development Services Deputy Director
1215 W Center Street, Ste 201
Manteca, CA 95337

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto. This includes accepting, acknowledging, and agreeing to the general terms and conditions in the attached standard services agreement.

Any administrative questions or questions relating to the project management shall be directed to:

Brad Wungluck, Development Services Deputy Director
209.456.8562, bwungluck@ci.manteca.ca.us

All communication from prospective proposers regarding this RFP must be in writing via email to bwungluck@ci.manteca.ca.us . Communication by telephone or in person will not be accepted. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Council, or any employee of the City of Manteca with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

Pre-Bidders Questions
Questions regarding this RFP may be submitted to the City via email by the date indicated in Section 3. Email questions to Brad Wungluck (bwungluck@ci.manteca.ca.us). The City will address all questions and post them to the City's website by the date indicated in Section 3 of this RFP. No formal Pre-Bidders Conference will be held.

Proposal Response Format
In order to assist in the fair and equitable evaluation of all responses, Vendors are being asked to **adhere to the specific response format** set forth below. Responses that deviate from the requested format may be classified as "non-responsive" at the discretion of the City and may be subject to disqualification. Marketing information will not be accepted in lieu of direct response to all requirements and questions.

Proposals should be organized and include the following sections and content:

Section	Description
1. Executive Summary	A letter of introduction signed by an authorized representative of the Firm that provides an executive summary of the Firm's experience relevant to the scope of work described in this RFP. Limit to 2 pages.
2. Requirements	Completed Requirements document from Section 6 of this RFP. Complete as per the directions included in that document. Each Requirement must have a rating and a comment. Use the Word format and do not make any changes to formatting of this document.

Section	Description
3. Pricing	Completed Pricing summary using Exhibit A of this RFP. Indicate costs for software, implementation and maintenance. Pricing must be fully comprehensive, complete, including all taxes, and list any available discounts or CPI increases. Pricing must be valid for at least 180 days from response submission date. All one-time and recurring costs must be fully provided. **Software:** Provide estimates for user counts defined in this RFP. **Implementation Services:** Including but not limited to implementation of the software, data conversion, two way communication between the software and other existing City software, system configuration, report development, testing and training. **Maintenance:** Indicate the estimated total dollars and percent of software license cost plus any CPI changes that might be incurred in years 2 – 10. Note: Additional pricing information can be supplied if it clarifies or provides relevant detail to your estimate.
4. Implementation	An overview of Proponent's implementation methodology including but not limited to examples of or recommendations for the following: a. MS Project Plan: including Phases, Tasks and Timeline. b. Implement using phases or all modules at one time. c. City Resources: Role, Responsibilities, Average Estimated Time per Month. d. Vendor Resources: Role, Responsibilities, Average Estimated Time per Month. e. Process Improvement: approach to process improvement through implementation. The City's preference is to modify processes where necessary to leverage best practices offered by the software. f. Change Management: tools and methodology. g. Data Conversion: tools, methodology, experience with conversions from Tyler NewWorld, recommendation for data to be converted. h. Environments available (production, test, training, etc.) i. Testing: configuration, technical, user acceptance, etc. j. Training: approach, resources available, documentation provided. k. Integration: approach, tools, experience. l. Post Go-Live Implementation Support.
5. Support	Review support services offered and recommended including but not limited to: a. System Administration – remote performance monitoring, tuning, loading of patches and version releases, etc. b. User Support – hours of service, average/guaranteed response time, ticketing system used, resources available, escalation process c. Support for 3rd Party Partner applications d. System Enhancements – approach to user enhancement requests e. User Protection Plan - e.g. source code held in Escrow f. Hosting or Cloud Services g. Online Training / Library resources h. User Groups and Conferences i. System Back-up, Redundancy, Disaster Recovery Services

Section	Description
6. Technology Overview	Provide an overview of the system technology and future strategic direction. Include the following in the overview: a. Options for technical architecture, e.g. hosted, on-premises, Software-as-a-Service (SaaS), cloud-based, and the reason for this approach. INCLUDE PRICING OF BOTH Hosted and on premises separately in Section 3 Pricing. b. Hardware specifications for the proposed solution c. Mobile hardware and operating system specifications d. Support for Service-Oriented Architecture e. Remote access capabilities, supported technologies and portal and portal plans f. How your solution supports remote technologies and encryption (VPN, synchronization, etc.) g. Escrow Agreements, etc. Address how Manteca's ERP data would be delivered or provided to the City in the event that the relationship between the City and the provider is terminated (methodology, format of data, etc.) h. Languages, structures or frameworks used e.g. .NET architecture, SQL, etc. i. If hosted or SaaS describe where data resides. What are the City's options to access or retain it in the long-term, and how does data backup and recovery occur? j. Explain the preferred approach for accessibility to legacy ERP data, e.g. conversion, migration, look-up tables, etc. k. Timing and frequency of software updates, e.g. scheduled release, automatic updates, etc. l. What is included in annual maintenance e.g. unlimited bug fixes, etc. m. Maintenance on enhancements or customizations. n. Define maintenance responsibilities – vendor and City for on-premises, SaaS, Hosted o. API's offered and languages supported.
7. References	Using the forms provided in Exhibit B provide five public sector customer references that are similar in size and project scope to the City. Three references shall be current customers and two references shall be past customers.
8. Contract Performance	Indicate if at any time during the past five years Vendor has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situation(s) including name and address of contracting party and circumstances.
9. RFP Exceptions	Specifically identify exceptions to this RFP.
10. City Contract Exceptions	Provide comments or concerns or changes requested in the City's Standard Contract: a. A "Sample Services Contract" (Exhibit D) is attached for review by the vendor. b. Any portions of the sample contracts not identified as concerns by the vendor in the proposal are considered to be acceptable by the vendor.
11. Vendor Contract Samples	Provide Vendor contract templates including sample Statement of Work, Perpetual Software License, SaaS License Agreement, 3rd Party Agreements, Maintenance, and Services Agreements, etc. for all applications and modules.

SECTION 6 – REQUIREMENTS

This section includes the Permit system requirements. This document will become Section 2 of your RFP response. This is not a comprehensive list of all of the City's requirements, but includes the key requirements that will be used to evaluate the proposals and will be incorporated into the signed contracts.

For each item a ranking has been provided indicating the importance to the City. Rankings used are R for Required, I for Important, N for Nice to Have or E for Explore. Software applications that are missing a significant number of required features and technology preferences may be eliminated from consideration.

Vendors must **provide a rating and a comment for every item**. If the requirement does not pertain to the proposal being submitted, enter "N/A". The comment should include a **brief explanation** of how the item is supported. **Please do not modify the format, font, numbering, etc. of this section.**   If a submitted RFP includes blank responses the document may be considered in violation and rejected. Use the following rating system to evaluate each requirement:

Rating	Definition
4	**Standard and available in the current release**. Software supports this requirement and can be implemented out of the box or with configuration at no additional cost. No source code modification is required.
3	**Meet requirement with minor modification**. Modification maintains application on upgrade path. Testing and production of modifications will be completed by implementation date. Include an estimate for the cost of the modification.
2	**Available with 3rd party software application.** Indicate name of the application recommended and number of installs jointly completed.
1	**Does not meet requirement and requires substantial system modification.** Indicate timing required and estimated cost of modification.
0	**Not available.** Software will not meet requirement.
F	**Future Release.** Requirement will be available in future release. Indicate anticipated release date: month and year.

Sample Response Format: Please use the format below when completing your response.

	General	Rating and Comment
R	1. Audit Trail with user, date, time stamp throughout all modules. Before/after values is Important.	4 System logs all transactions and stamps them with user, date, time and before/after values. A report can be generated to review audit history.

INCLUDE IN RFP RESPONSE AS A MS WORD DOCUMENT

City of Manteca, CA Development Services Requirements R = Required I = Important N = Nice to have E = Explore	
Vendor Background	**Comments**
1. Company	
▪ Company Name	
▪ Contact Person Name and Title	
▪ Contact Address, Phone, Email	
2. Company Information	
▪ Public vs. Private	
▪ Year Founded	
▪ Revenue and Income: Current and Prior Year	
▪ Office Locations: Headquarters, Implementation, Support, Development	
▪ Nearest regional office to Manteca, CA	
▪ Website	
3. Vendor Employee Count	
▪ Company Total	
▪ Proposed Software Division - Total	
▪ Proposed Software Division - Support	
▪ Proposed Software Division - Development	
4. Number of Customers	
▪ Proposed Software - Total	
▪ Proposed Software - Total in US	
▪ Proposed Software - Total in California	
▪ Proposed Software - Total Cities	
▪ Proposed Software - Total Cities in California	
5. Target Customer Profile	

	▪ Target Industry	
	▪ Sizing - Users and Population	
	6. Implementation Model: Direct or Partner	
	7. Version Schedule	
	▪ Current version and release date	
	▪ Typical release schedule	
	▪ Number of prior versions supported	

Pricing Summary	**Comments**
8. Software License:	
▪ 30 Named and 10 Mobile Users. 15 for electronic plan review.	Indicate number of users for plan review
9. Implementation: Estimated total cost of all services including installation, training, configuration, integration, data conversion, travel, etc.	
10. Maintenance: Percent of software license cost and amount – Year 1 and Years 2-10	
11. Database: License and maintenance costs	
12. Other: Hosting, licensing, subscription, etc.	
13. Total Cost – Year 1	
14. Total Cost – 10 Years	

	Modules	**Comments**
R	15. Permitting and Land Management	
R	▪ Include component or submodule for Planning and Engineering	
R	16. Inspections	
E	17. Code Enforcement	
R	18. Queries and Reporting	

	Technology	**Comments and Rating**
R	20. Preference for MS Windows Server 2016 Datacenter Platform.	
R	21. Preference for MS SQL Server 2016 database.	
	▪ Database: List % of installs by database.	
	▪ Platform: List % of installs by platform.	

R	22. Ability to run on Virtual Machines, e.g. VMware.	
R	23. Web-enabled or Web-based architecture with published open API's.	
R	24. Compatible with Windows 7 or higher desktop client, 64-bit.	
R	25. Role-level security to menu, screen and field level.	
R	26. Single sign-on: MS Active Directory, LDAP compatible.	
R	27. Microsoft Office integration with Word and Excel (mail merge, letters, data extraction, reporting etc.).	
R	28. Interoperability with Exchange 2016 and Outlook – email generation, calendaring, etc. Describe functions supported.	
N	29. Instant Messaging from desktop or dashboard.	
N	30. System-generated text messages.	
R	31. List integration technologies, e.g. Web Services, SOA, XML, etc.	
R	32. Indicate experience integrating with software listed and method proposed (Web Services, API preferred):	
R	a. Esri 10.5.1 Geodatabase	
I	b. PDF Editor – Electronic plan review	
R	c. IVR – Inspection requests	
R	d. Tyler/New World ERP 2017.1 – GL, AP, AR, Utilities	
R	e. Tyler/New World ERPr Cashiering – Central cashiering	
E	f. Tyler/New World ERP Payroll – import employee cost information for customer billings	
I	g. GoGovApps/GoRequest – Mobile Citizen app for Code Enforcement and Citizen Request Management	
R	33. Indicate degree of Esri GIS integration and compatibility/ experience with Esri's Local Government Model for GIS data.	
R	34. Scan into document imaging system and create link to records in multiple formats including PDF, JPEG, TIF, DWG, Word, Excel, etc.	
R	35. Identify which Operating Systems and device types are supported for mobile access.	
R	36. Describe functions supported via mobile devices, e.g. approvals, inspection scheduling and resulting, Code Case entry, etc.	
I	37. Store and forward mobile data entry for areas with poor or no mobile network connectivity.	

		Comments and Rating
I	38. Online Data Dictionary.	
E	39. Describe internal and external Web/Portal functions supported. Prefer ability to apply, estimate fees, make payment, schedule inspections, look up parcel data, check zoning, and check Permit status and print simple Permit types or licenses.	
	General Requirements	**Comments and Rating**
R	40. Configurable role-based dashboards to present reports, tasks, notifications, etc.	
R	41. Audit Trail with user, date, time stamp throughout all modules. Before/after history is Important.	
R	42. User configurable menus, screens, fields and tabs.	
R	43. Searchable online help and user manuals; context sensitive help is Important.	
I	44. Role-tailored screen forms by operational group.	
R	45. Rules-based multi-level workflow; concurrent, sequential, by Permit type, complaint type, etc. with ability to add an approver while in process.	
R	46. Digital signatures for reviews, approvals, etc.	
R	47. Rules-based alerts or notifications triggered by actions or dates, e.g. property ownership changes.	
R	48. Attach files to transactions within the system they relate to.	
R	49. Global record repository of data. Enter field data once, update across all records, modules, and departments.	
R	50. Track parcel genealogy including parent/child relationships, splits, merges, retired parcels, etc.	
R	51. Configurable forms tools to create electronic applications that can be routed for approval and update transactions.	
R	52. Compliance with State and Federal reporting requirements, e.g. Strong Motion Fee reports.	
I	53. Manage California Environmental Quality Act data (CEQA): filing date, level of review, contracted studies, notes, documents, deadlines, etc.	

	Permitting and Land Management	Comments and Rating
	Land Records, Master File and Activity	
R	55. Tie a Parcel to an Assessor Parcel Number (APN).	
R	56. Capture parcel history including parcel changes, street name changes, subdivisions, zoning, etc.	
R	57. Capture Parcel Address, Sub-Lots, Legal Description (Plat), Property ID, Geo-parcel ID, Lat./Long coordinates, etc.	
I	58. Convert temporary address record to final address within the same record.	
R	59. Unlimited Permit categories, types and sub-types with unique fees for each, e.g. Building, Commercial, Residential, Fire, etc.	
R	60. Manage Tract Permits: Multiple Permits, same subdivision with different plan types, square footages, etc. Submitted 10 at a time. Would like ability to copy and clone multiple Permits in a single action.	
R	61. Calculate Base Building Permit fee based on valuation of project	
R	62. Add additional fees to Base Building Permit fee, e.g. add 85% for Plan Check Fee; 5% for plan retention fee, and aggregate for total Permit fee.	
R	63. Calculate non-valuation Permit fees, e.g. Plan Check hourly fee, Demolition – 0-3000 Sq. Ft. = $374 plus $174 for each additional 3,000 square feet, Kitchen Remodel $359, etc.	
R	64. Date effective fee updates and maintain a history. Also, Ability to determine fees based upon application date OR Issuance date with the setup of each fee determining.	
R	65. Unlimited Permit line item charge codes with unique General Ledger distribution for each.	
R	66. Import and export functionality with Tyler/New World ERP land data.	
R	67. Define Permitting activities or checklists including application intake; ensure all data is gathered and all steps followed for completion.	
R	68. Attach a Permit to a line, road, or polygon or no parcel (IE Master Plans where no construction is occurring needs to occur).	
R	69. Manage Pre-Application process; schedule meetings (Outlook), review committee comments and recommendations list for Permit application submittal, etc. Retain data and attach documents for historical purposes.	

R	70. Online Permit application submittal. Online fee estimator tool is Important.	
R	71. Initiate an activity in the system via parcel map.	
R	72. Track multiple contacts and addresses for a Permit (e.g. Applicant, Owner, Contractor, Architect, Electrician, etc.).	
R	73. Support electronic submission of plans and attach to a Permit application.	
R	74. Link related Permits.	
R	75. Produce required notification for specific Permit types based on polygon or buffer zone on map.	
R	76. Track and manage time elapsed for review process based on calendar days, business days or both. Stop clock if sent to applicant for correction and restart once resubmitted.	
R	77. Track, manage and report on Projects; all Permits and Activities.	
I	78. Track and report on Project status including milestones, hearing progress, due dates, legal notification dates, etc.	
I	79. Capture 256+ character Project description field in master file and related Permits.	
R	80. Capture Project contact management data and activities including calls, emails, attachments; property owner, applicant, contractor, sub-contractor, etc.	
I	81. Track Project change management and change history.	
R	a. Ability to make changes to permit type or information after permit has been created	
	Review	
I	82. Manage routing of Permit review to external parties.	
R	83. Define library of comments and conditions that can be selected and added to Permits, letters, notifications, etc. or allow freeform text.	
R	84. Large notes field for recording review comments (256+ characters) with ability to cut and paste from Word document. Indicate characters available.	
R	85. Dashboard view of reviews required by department.	
R	86. Notify of past-due workflow review; escalation to next level approver is Important.	
I	87. Date and time tracking for Permit processing and review activities; report on intervals for each step.	
R	88. Electronic Plan Review, with comments, markup and signature by multiple reviewers. Describe tool proposed.	
R	89. Capture and consolidate Permit review comments and approve/deny status by reviewer into a single notification.	

R	90. Charge staff review or inspection time at actual pay plus overhead, time and materials, or flat fee by department. Generate invoice to customer or apply against deposit or Plan Review fees. Ability to track hours by activity is Important.	
I	91. Support zoning review at time of Permit application.	
R	92. Online Permit review approval queue.	
R	93. Permit corrections or changes trigger workflow for all required approvers.	
I	94. Date effective Permits with expiration dates and ability to extend expiration date.	
I	95. Alert, notification or report when nearing Permit expiration date (e.g. within 30 days).	
R	96. Assess 1% fee to Permits for Seismic Retrofit Program, with separate General Ledger distribution; ability to pass to Finance Department for payment.	
R	97. Disallow Permit printing if mandatory fields, fees, holds, or inspections are missing.	
I	98. Manage transactions related to Developer Deposits, e.g. initial deposit, Permits issued, etc.	
I	99. Track multiple Deposit accounts to a single developer. Apply draws against specific Permit case.	
	Inspections	
R	100. Define multiple inspection types with sub-categories, hierarchies and checklists.	
I	101. Interface with IVR for applicant inspection requests.	
R	102. Online applicant request for inspections in A.M. or P.M. and ability to schedule time on back-end.	
R	103. Support scheduling of inspections; prefer integration with MS Outlook Calendar, specific appointment times, etc.	
R	104. Set default inspector based on Permit type and assigned area; track assignment based on actual inspector, not assigned one.	
I	105. Reassign all inspections from one Inspector to another.	
I	106. Assign a combination of inspectors for Commercial Permits by type and area, e.g. Area 5 is assigned specific inspectors.	
R	107. Generate route map using Google, or ESRI Map interface.	
I	108. Create a packet of documents required for inspection, e.g. images, maps, grade plans, improvement plans, etc.	
R	109. Add an inspection while in process; not pre-defined.	
R	110. Mobile and in-office update of inspection results; pass/fail, correction notices, re-schedule, status, etc. iPhone preferred.	
I	111. Group all inspections for routing at a single site.	
I	112. Mass inspection resulting, e.g. development tract, all pass foundation inspection.	

		Comments
I	113. Auto-generate Certificate of Occupancy once all inspections are finaled.	
I	114. Post inspection status on Web site or Portal in chronological order.	
I	115. Dropdown list to choose and populate correction notices with standard language, code descriptions, link to building code, etc. and ability to generate list based upon permit type and inspection type.	
R	116. Issue Stop Work order in the field; generate a fee or send a notice. Pass to other department for action.	
R	117. Add photos to an inspection via mobile device.	
R	118. Trigger a new Permit or Inspection during resulting process of scheduled Inspection.	
	Queries and Reporting	**Comments**
R	142. Describe end user reporting tools to support standard and ad hoc reporting.	
R	143. Describe user level query tools (i.e. wild card search, drop down lists, etc.) to facilitate look-up by parcel I.D., owner name, partial address, contractor name, project #, etc.	
R	144. Reporting across modules on all standard and user-defined fields.	
R	145. Date-range and parameter-based queries and reports.	
I	146. Ability to modify standard reports to create and save new ones that can be shared or kept private.	
R	147. Drill down to source transactions and attachments from queries and reports.	
R	148. Reports generated within the software without having to utilize another software or transfer of data for reporting.	

SECTION 7 – TERMS AND CONDITIONS

City's Rights Reserved

The City reserves the right to select the proposal which in its sole judgment best meets the needs of the City. The lowest proposed cost, though a major consideration, will not be the sole criterion for recommending the contract award. The recommended selection of the evaluation committee is final and subject only to review and final approval by the Committee and the City Council.

The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest.

The City reserves the right to retain all accepted proposals, including proprietary documentation, regardless of which proposal is selected. No proposals will be returned to vendors.

The City reserves the right to request any supplementary information it deems necessary to evaluate proposer's experience or qualifications. This may include supplemental financial information, additional interview(s), and/or additional presentation by the proposer.

The City reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing.

The City reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises this RFP, all proposers will be notified in writing by the City.
The City reserves the right to revise the RFP prior to the date that proposals are due. The City will communicate changes through addendum to this RFP. All registered proposers will be notified of revisions to the RFP. The City reserves the right to extend the date by which the proposals are due.

The City reserves the right to split the award from this RFP between multiple proposals when such split award is determined to be in the best interests of the City.

The City reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the City. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

This RFP does not commit the City to award a contract. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review.

The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including but not limited to costs incurred in the preparation or submission of proposals. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

If the successful proposer defaults, the City may award this RFP to the next best proposal and may recover the loss occasioned by the successful proposer against a surety bond, if any, or by suit against the successful proposer.

The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested firms will be notified.

All proposals submitted in response to this RFP become the property of the City and public records and, as such, are subject to public review.

Protest

Should any proposer question or protest the award of the contract, such question or protest must be furnished in writing to the Development Services Director within three (3) calendar days after the City notifies all proposers of its intent to award. Such submittal must fully explain the basis of the objection supported by all relevant information facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

Rejection of proposals

The City reserves the right to accept or reject any and all proposals or any portion or combination thereof, or award on the basis of the total bid. The City of Manteca reserves the right to reject any and all proposals, or to waive any informality or non- substantial irregularity in any bid.

Governing Law and Venue

In the event of litigation, the proposal documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in San Joaquin County.

Transfer of Interest

No interest in the contract shall be transferred to any other party without permission of the city.

Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall secure the payment of compensation to his employees. Consultant hereby acknowledges the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract documents."

The Consultant shall take out and maintain during the life of the contract, Statutory Worker's

Compensation and Employer's Liability Insurance with limits not less than One Million Dollars ($1,000,000) for all its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out occurrences on the work.

Proof of Carriage of Insurance

The consultant shall take out and maintain during the life of the Agreement all the insurance required by this section and shall annually submit certificates for review and approval by the City. Acceptance of the certificates shall not relieve the consultant of any of the insurance requirements, and shall not decrease the liability of the consultant. The City reserves the right to require the consultant to provide insurance policies for review by the City.

Consultant shall not commence work nor shall consultant allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the City. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to the City stating date of cancellation or reduction. Date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."

Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice. Consultant shall be solely responsible for:

1.   Compliance of subcontractors with insurance requirements; and
2.   Other insurance coverage including but not limited to loss, theft, fire, property damage, and glass breakage.

Loss or Damage

The Consultant shall take and assume all responsibility for the work. The Consultant shall bear all losses and damages which may occur to said work or any part or portion thereof and in connection therewith to persons and/or property, and shall fully indemnify the City from and against the same.

The Consultant, subject to the limitations of Civil Code Section 2782, shall assume the defense of and indemnify and save harmless the City, officers and employees from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive and/or active negligence, of the Consultant, or any Subcontractors or anyone directly or indirectly employed by either of them, or from the condition of the premises while in the control of the Consultant or any

Subcontractors, or anyone directly or indirectly employed by either of them or arising in any way from the work called for by this contract, or any part of the premises.

Indemnification

The consultant has the entire responsibility for any and all injury to the public and to individuals. The consultant expressly agrees to indemnify, defend and hold the City, its City Council, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of consultant's operation or performance under this Agreement.

Non Appropriation of Funds

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the City fails to appropriate or allocate funds for future payments under the Agreement, City of Manteca will not be obligated to make any payments remaining unpaid beyond the fiscal period for which funds have been appropriate or allocated and either party hereto may terminate the Agreement as provided.

Termination

This Agreement may be terminated by City or Consultant at any time upon thirty (30) days written notice. In the event of termination, the Consultant shall be entitled to compensation for services performed to the effective date of termination, provided, however, that City may condition payment of such compensation upon delivery to the City by Consultant of any and all documents and materials prepared pursuant to this Agreement.

Failure to Perform

The City of Manteca, upon written notice to the Consultant, may immediately terminate this Contract should the Consultant fail to perform properly any of its obligations hereunder. In the event of such termination, the City may proceed with the work in any reasonable manner it chooses. The cost to the City of completing the Consultant's performance shall be deducted from any sum due to the Consultant under this Contract, without prejudice to the City's rights to recover damages.

Successful bidder not an agent of the City of Manteca

The right of general supervision of the City of Manteca shall not make the Successful Bidder an agent of the City; and the liability of the Successful Bidder for all damages to persons or to public or private property arising from the Successful Bidder's execution of The Work shall not be lessened because of such general supervision.

Public records

All responses to this RFP will become the property of the City. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

Attorney's fees

In the event suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

EXHIBITS

Exhibit A   **Pricing Summary**

Exhibit B   **Customer References**

Exhibit C   **Insurance Requirements**

Exhibit D   **Sample City Contract**

Exhibit E   **2017 City of Manteca Development Fee Schedule**

Exhibit A Pricing Summary

Using the form provided in this Exhibit provide summarized pricing information for your proposed solution. Additional supporting documents may also be provided as supporting information to the summarized information on this page. Pricing must be fully comprehensive, complete, and list any available discounts. All one-time and recurring costs must be fully provided. This form will become the cover page to Section 3 of your RFP response. Additional backup documentation to support this summary may be provided.

City of Manteca		
Permitting System – Pricing Proposal		
30 Named Users + 10 Mobile Users		
Software		
Required Modules/Functional Areas:	**$**	**Assumptions/Comments**
Permitting and Land Management		
Inspections		
Reporting and Query Tools		
Electronic Plan Review		
GIS Connector		
Sub-Total Software		
Implementation – Required Software		**Assumptions/Comments**
Implementation		
Data Conversion		
Training		
Report Development		
Integration		
Travel		
Other		
Sub-Total Implementation		
Annual Maintenance – Required Software		**Assumptions/Comments** – State as % of Software List or Price Paid, plus CPI Factor used
Year 1		
Year 2 through 10		
Sub-Total Maintenance		
Total		**Software, Implementation, Maintenance**

Exhibit B

Section 7 - Customer References – Existing Customers

Item	Vendor Response
Client Reference No. 1 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Vendor's rationale for including the specific reference (e.g., similar in size to the City)	
Client Reference No. 2 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Vendor's rationale for including the specific reference (e.g., similar in size to the City)	
Client Reference No. 3 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Vendor's rationale for including the specific reference (e.g., similar in size to the City)	

Exhibit B
Customer References – Prior Customers

Item	Vendor Response
Client Reference No. 1 - Prior	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Basis for Which Reference is No Longer a Client of Vendor	
Client Reference No. 2 - Prior	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products / Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Basis for Which Reference is No Longer a Client of Vendor	

Exhibit C Insurance Requirements

Commercial General and Automobile Liability Insurance

> The Consultant shall take out and maintain in the name of the Consultant and as an additional insured, the City, during the life of the Contract, such Commercial General and Automobile Liability Insurance as shall protect the Consultant, the City, and its officials, officers, directors, employees and agents from claims which may arise from operations under this contract, whether such operations be by the Consultant, by the City, its officials, officers, directors, employees and agents, any subcontractors or by anyone directly or indirectly employed by any of them. Such coverage shall be at least as broad as: Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001) and Insurance Service Form Number CA0001 (Ed.1/87) covering
> Automobile Liability, Code 1 (any auto). This liability insurance shall include but not limited to protection against claims arising from bodily and personal injury and damage to property, resulting from the Consultant's or sub consultant's operations, including the use of owned or non-owned automobiles, products and completed operations. The amounts of insurance shall not be less than the following:

- Commercial General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

- Employer's Liability Insurance: $1,000,000 per occurrence.

The following endorsements must be attached to the policy:

- *The City must be named as an additional named insured under the coverage afforded with respect to the work being performed under the contract.*

- If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence".

- The policy must cover Personal Injury as well as Bodily Injury.

- The policy must cover complete contractual liability. Exclusions of contractual liability. Exclusions of contractual liability as to bodily injuries, personal properties and property damages. MUST BE ELIMINATED from the basic policy endorsements. This endorsement

may be satisfied by amending the definition of "incidental contract" to include written contract.

- Broad form property damage liability must be afforded. Permission is granted for deductible, which shall not exceed $10,000 without special approval of the City.

- A certificate shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the City will be called upon to contribute to a loss under this coverage.

- The policy must include a cross liability or severability of interest clause.

- Any failure of the Consultant to comply with the reporting provisions of the policies shall not affect coverage provided to the City, et al.

- Notice of Cancellation, non-renewal, reduction in limits, or material change, shall be sent to the City with at least thirty (30) days prior written notice by certified mail.

- Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A:XI

- The policy covers use of Non-owned Autos;

Should any insurance policy be materially changed before final completion of the work, and the Consultant fail to procure other insurance as herein required, immediately, the City may procure such insurance and deduct the cost thereof from any amounts due to the Consultant.

Insurance is to be placed with insurers acceptable to the City of Manteca's Risk Management Department.

Exhibit D
Sample Services Contract

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this _____ day of _____, 20___, by and between the CITY OF MANTECA, a public body, corporate and politic ("City") and _____, a _____ corporation ("Consultant").

RECITALS

A.   Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.

B.   Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

C.   City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1.   Scope of Services. Consultant shall perform the _____ services described in the attached Exhibit A that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated _____, and attached hereto as Exhibit B. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that may be provided from time to time. Performance of the _____ services is sometimes referred to herein as "the Project."

2.   Work through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Exhibit C. All work shall be completed no later than _____. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed _____DOLLARS ($_____). Payment by City under this

Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

       5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.
City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

       6.   Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

       7.   Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

       8.   Ownership of Documents; Confidentiality.

       A.   All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

       B.   All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

 A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

 B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

 C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

 D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

 A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

 B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

  (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

  (2) Possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

      A.   City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

      B.   The primary provider of the services required by this Agreement shall be _____. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

      13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

      14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

      15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

      16. Insurance Requirements.

      A. Job specific insurance requirements can be found on the attached Exhibit 1. Other insurance provisions can be found below:

      B.   Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

      (1)   The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.

      (2)   The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

      (3)   The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(4)   The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.

(5)   Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.

(6)   The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.

(7)   The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C.   Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D.   Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17.   Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

      If to City: City of Manteca
      1001 W. Center Street
      Manteca, CA   95337
      Attention: _____

      If to Consultant: _____
      _____
      _____
      Attention: _____

18.   Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19.   Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20.   Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not

subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

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

     22.   Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

     23.   Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

     24.   Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

     25.   Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultants' Proposal dated _____ and this Agreement (which includes Exhibit A and Exhibit C) this Agreement and its exhibits shall take precedence over Consultant's proposal.

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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA,   **CONSULTANT:**
a public body, corporate and politic   _____
                                                        a _____ corporation

By:_____   **By:**_____
Name: _____   **Name:** _____
Title: Mayor   **Title:** _____

ATTEST:

_____
_____, **City Clerk**

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

<u>REQUEST FOR PROPOSAL</u>

EXHIBIT B

<u>CONSULTANT'S PROPOSAL</u>

EXHIBIT C

<u>SCHEDULE OF ACTIVITIES</u>

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Exhibit E
2021 City of Manteca Development Fee Schedule

Attached