



**REQUEST FOR PROPOSALS (RFP)  
ORGANIZATIONAL CHANGE MANAGEMENT (OCM) SERVICES  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 17-040)**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF  
2:00 O'CLOCK P.M., THURSDAY, JUNE 21, 2018,  
IN THE OFFICE OF THE CITY CLERK,  
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,  
STOCKTON, CALIFORNIA 95202-1997**

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## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for **ORGANIZATIONAL CHANGE MANAGEMENT (OCM) SERVICES (PUR 17-040)** in strict accordance with the specifications.

The City of Stockton (City) is undertaking a major Enterprise Resource Planning (ERP) project that has a significant impact to City staff and how they perform their work. This proposal is to solicit Organizational Change Management expertise to ensure the transition to the new ERP system delivers the desired results and outcomes, and that impacted City staff are able to carry out their work responsibilities using the new system.

**Proposal forms and specifications are available on the City's website at [www.stocktonca.gov/itbid](http://www.stocktonca.gov/itbid) and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, **Thursday, June 21, 2018, at 2:00 p.m.****

The City reserves the right to reject any and/or all proposals received.

### **Information on Technical Data**

Joseph Gee, Information Technology  
(209) 937-8933  
e-mail: [Joseph.Gee@stocktonca.gov](mailto:Joseph.Gee@stocktonca.gov)

### **Information on Bid Process/Clarification**

Mary Garcia, Procurement Division  
(209) 937-8358  
e-mail: [Mary.Garcia@stocktonca.gov](mailto:Mary.Garcia@stocktonca.gov)

DISCLAIMER: The City does not assume any liability of responsibility for errors/omissions in any document transmitted electronically.

Dated: May 31, 2018

BRET HUNTER  
CITY CLERK OF THE CITY OF STOCKTON

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**PROPONENT'S CHECKLIST**

Did You:

- \* \_\_\_\_\_ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 23 to 25 AND PLACE IN THE FRONT OF YOUR PROPOSAL):
- \* \_\_\_\_\_ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- \* \_\_\_\_\_ Complete and sign a "Proponent's Fee Schedule" form, (under separate cover).
- \* \_\_\_\_\_ Sign the "Proponent's Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatory.**
- \* \_\_\_\_\_ Include your proposal, as outlined in these specifications.
- \* \_\_\_\_\_ Submit one (1) ORIGINAL (unbound, no staples) and six (6) COPIES of all proposal documents. Additionally, submit one (1) CD with an electronic version of the proposal.
- \* \_\_\_\_\_ Review all clarifications/questions/answers on the City's website at [www.stocktonca.gov/itbid](http://www.stocktonca.gov/itbid) .
- \* \_\_\_\_\_ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **JUNE 21, 2018, at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.

**A) "RFP – ORGANIZATIONAL CHANGE MANAGEMENT SERVICES"**

**B) PUR 17-040**

**C) JUNE 21, 2018**

**CONTACT INFORMATION:**

Information on Technical Data	Information on Bid Process/Clarification
Joseph Gee, Information Technology (209) 937-8933 e-mail: <a href="mailto:Joseph.Gee@stocktonca.gov">Joseph.Gee@stocktonca.gov</a>	Mary Garcia, Procurement Division (209) 937-8358 e-mail: <a href="mailto:Mary.Garcia@stocktonca.gov">Mary.Garcia@stocktonca.gov</a>

\*If not completed as required, your proposal may be rejected.

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**1.0 GENERAL INFORMATION**

**1.1 REQUEST FOR PROPOSAL (RFP) PROCESS**

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide ORGANIZATIONAL CHANGE MANAGEMENT (OCM) SERVICES (PUR 17-040) for the City of Stockton.

**1.2 INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than 2:00 p.m., on Thursday, JUNE 21, 2018, in the office of:

CITY CLERK  
CITY OF STOCKTON  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997

One (1) original and SIX (6) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "ORGANIZATIONAL CHANGE MANAGEMENT (OCM) SERVICES for the City of Stockton (PUR 17-040)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

**1.3 LOCAL BUSINESS PREFERENCE**

**Stockton Municipal Code Section 3.68.090 reads as follows:**

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

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**1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL**

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

**1.5 ACCEPTANCE OR REJECTION OF PROPOSAL**

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

**1.6 RIGHT TO CHANGE OR AMEND REQUEST**

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at [www.stocktonca.gov/itbid](http://www.stocktonca.gov/itbid) . Failure of any proponent to not have received



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such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

**Any exceptions to this Proposal shall be clearly stated in writing.**

**1.7 CANCELLATION**

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

**1.8 EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

**1.9 ADDENDA AND INTERPRETATION**

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON  
ATTN: JOSEPH GEE  
INFORMATION TECHNOLOGY  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997  
[Joseph.Gee@stocktonca.gov](mailto:Joseph.Gee@stocktonca.gov)

CITY OF STOCKTON  
ATTN: MARY GARCIA  
PROCUREMENT DIVISION  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202  
[Mary.Garcia@stocktonca.gov](mailto:Mary.Garcia@stocktonca.gov)

Such request for clarifications/questions/answers shall be delivered to the City by JUNE 7, 2018. Any City response to a request for clarifications/questions/answers will be posted on the City's website at [www.stocktonca.gov/itbid](http://www.stocktonca.gov/itbid) by JUNE 14, 2018, and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.



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**1.10 DISQUALIFICATION**

Any of the following may be considered cause to disqualify a proponent without further consideration:

- A. Evidence of collusion among proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent's proposal/Proponent's bid submittal and considered non-responsive.
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

**1.11 INFORMAL PROPOSAL REJECTED**

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

**1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED**

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing

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another process which is comparable to that which is required prior to submission of a proposal.

**1.13 INSURANCE REQUIREMENTS**

Proponent/Bidder, at Proponent's/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1 (or Exhibit A).

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

**The Proponent shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.***

**Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.**

**1.14 INDEMNITY AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

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**1.15 APPLICABLE LAW**

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

**1.16 METHOD OF PAYMENT**

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

**1.17 NOTICE TO OUT-OF-STATE VENDOR**

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-51174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

**1.18 TERM**

To be negotiated.

**1.19 COMPETITIVE PRICING**

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

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**1.20 FUNDING**

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

**1.21 UNCONDITIONAL TERMINATION FOR CONVENIENCE**

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

**1.22 AUDITING OF CHARGES AND SERVICES**

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

**1.23 CHANGES**

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

**1.24 AWARD**

Upon conclusion of the Request process, a contract may be awarded for ORGANIZATIONAL CHANGE MANAGEMENT (OCM) SERVICES for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

**1.25 PRODUCT OWNERSHIP**

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

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**1.26 CONFIDENTIALITY**

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term **"CONFIDENTIAL"** on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

**1.27 OTHER GOVERNMENTAL AGENCIES**

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

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**2.0 SCOPE OF SERVICES**

The City of Stockton (hereinafter “City”), is soliciting proposals for Organizational Change Management (OCM) services that meets the requirements identified in this Request for Proposal (RFP). This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or other entities (hereinafter “Proponent(s)”), that meet the requirements set forth in this RFP and can provide the services requested, are encouraged to participate.

**A. CITY OVERVIEW**

The City is a rapidly growing and vibrant community with a population of over 300,000 residents located in California’s San Joaquin County. With a current Fiscal Year 2017/2018 ope

rating budget of \$626 million, the City employs approximately 1,600 full-time employees and serves as a “full service” municipality. These services include administration; sanitation, water and sewer utility; parks and recreation; community development planning; permitting and code enforcement; library services; animal services; Police and Fire.

The City is organized into the following Departments (number of staff indicated in parentheses): Police (712), Fire (210), Public Works (157), Community Services (86), Community Development (38), Economic Development (19), Municipal Utilities (218), Administrative Services (79), Human Resources (30), and Information Technology (43). The City also includes the following offices: City Manager (28), City Attorney (12), and City Clerk (7).

**B. BACKGROUND**

The City currently utilizes Superior (formerly SunGard) HTE/NaviLine as its Enterprise Resource Planning (ERP) Solution, which has been in place since 1990. This Solution supports financial, human resource, payroll, land management, work order, utility billing functions, fleet module, and inventory. However, due to maintaining legacy processes, functional gaps in the software, and deficiencies in the implemented version, City staff have developed more than 80 standalone shadow systems (generally Microsoft Excel spreadsheets and Access databases) to store, manipulate and analyze data. On top of the existing HTE/NaviLine system, the City also utilizes other systems such as ATS, ACOM, Avantis, SETS, Class, Evals, Questica, and Target Solutions to handle payroll, invoices, timesheets, asset and human resource-related functionality and reporting.

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A key objective in the City's Technology Strategic Plan is the replacement of the City's legacy ERP system with a modern integrated ERP Solution specializing in the unique needs of City government. Such an ERP Solution would meet the City's business requirements while eliminating the need for many of the existing standalone support systems. Replacement of the legacy systems represents a key component of the City's goal of achieving fiscal sustainability through improved reporting capabilities that facilitate decision-making, efficient processes, improved organizational capacity and more robust internal controls.

With a separate RFP, the City intends to acquire the services of a Systems Integrator (S/I) to replace its existing core financial, payroll, and human resources systems with a proven, commercial-off-the-shelf ERP Solution. The goal of that separate acquisition is to take advantage of a modern ERP Solution that is designed around best practices, which will allow the City to streamline and improve processes, resulting in timely, accurate and easy-to-access information. The City has a strong desire to avoid customizations to the core ERP Solution. Expectations are that business process best practices will be adopted which should eliminate the need for most if not all such customizations.

## **2.1 ENGAGEMENT GOALS AND SCOPE**

With this RFP, the City wishes to engage the services of a professional services organization with significant expertise and experience in Organizational Change Management (OCM) to work collaboratively with the City's ERP Director, Change Manager and Change Management Team on OCM aspects of the City's ERP implementation. This OCM work supplements the ERP S/I's efforts to successfully transition the City to a new ERP Solution. The transition to the new ERP Solution will follow the methodology and timelines set forth by the S/I.

OCM is a critical component of any successful ERP implementation. OCM would prepare the City for the impending changes associated with the new ERP Solution. Effective OCM is accomplished by building Awareness, Desire, Knowledge, Ability and Reinforcement (ADKAR) in individuals and the organization as a whole prior to and during the change. Given the importance of the OCM work, the City believes that external oversight and strategic guidance on reporting to the ERP Steering Committee is required to ensure that OCM receives the attention needed.

The City has provided Prosci ADKAR OCM training to management and key personnel. An internal special interest group, comprised of thought leaders from different Departments, is tasked with ERP communications and OCM related activities to increase the City's ERP awareness. This resulted in an ERP video that was used during the ERP project launch event (link: <https://www.youtube.com/watch?v=oSgWal-ngRY> ). Expectations are that this internal group would be leveraged throughout the project.



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The OCM effort is expected to last two (2) years. The selected Contractor will assist in the attainment of the following objectives:

- Work with the S/I to ensure a successful implementation of the selected ERP Solution, summarized above.
- Provide strategic oversight and input to the City's ERP Director and Steering Committee regarding organizational preparedness and readiness for change.
- Departmental preparedness and readiness, with high levels of acceptance and adoption, for major milestones for the various phases of the ERP Solution implementation.
- Meaningful and continuing improvement in the City's internal capacity for OCM, innovation and continuous improvement.

**A. SCOPE OF WORK**

This RFP is an open and competitive solicitation to ensure that the City receives the best value of what is available in the marketplace to accomplish its goals. The selected Contractor must provide the following services, including but not limited to:

**1. Change Assessment**

Working with the ERP Solution S/I, for each Department:

- a. Determine what is going to change and the change impacts of the business process redesign effort.
- b. Review and verify who will be impacted, by groups and internal and external stakeholders.
- c. Work with the S/I to understand the high-level As-Is and To-Be processes as agreed upon between the City and the S/I.
- d. Develop an OCM strategy, reflecting the change impacts, to improve acceptance and adoption of the new ERP Solution throughout the project phases.

**2. Change Readiness**

Working with the S/I and the City's ERP Director and Change Management Team, in coordination with the S/I's project plan, support Departmental preparedness and readiness for each phase of the project. The phases will follow the methodology as defined by the S/I. The selected Contractor will provide input on Departmental preparedness and readiness by phase or major milestone based on entry and exit criteria. Limited to and focused on OCM-specific activities, for each Department:

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- a. Provide input to the ERP Director, Change Manager, Steering Committee and Executive Leadership Team on the City's overall Organizational Change preparedness and readiness status and condition.
- b. Detail the Department's role and tasks, and who has responsibility and managerial-level accountability for completion of task deliverables.
- c. Facilitate the process of getting instructions for tasks that pertain to readiness out to Departments, and getting back task deliverables within time lines to be specified by the City.
- d. Create a Departmental readiness plan and checklist by project phase.
- e. Determine and establish Departmental preparedness and readiness to complete each task.

**3. Prosci ADKAR**

Working with the ERP Change Management Team, for each Department:

- a. Review and leverage the City's existing ADKAR familiarity.
- b. Conduct current-state Awareness, Desire, Knowledge, Ability and Reinforcement assessments, recommend required remediation, and create remediation plans.
  - 1) Create and assist in the administering of assessment instruments, such as surveys, questionnaires, interview plans
  - 2) Capture, analyze and share responses to surveys, questionnaires, interviews, etc.
- c. Assist the Change Management Team with remediation.

**4. OCM Communications**

Working with the ERP Director and Change Manager to review general ERP project communications and the ERP Decision Governance structure, by Department:

- a. Review OCM Communications efforts to date and the City's ERP Change Management Team structure.
- b. Recommend OCM Communications Strategy.
- c. Create OCM Communications Plan.
- d. Provide OCM recommendations and input to the ERP Change Manager and ERP Director for reporting to the Steering Committee.

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**B. DELIVERABLES**

The selected Contractor is expected to provide the following deliverables, including but not limited to:

**1. Change Assessment**

By Department:

- a. High-level summary list of the transitions the City will have to make from As-Is processes to the To-Be Solution, based on a map of As-Is against To-Be provided by the S/I.
- b. Documentation of major change impacts, by groups and internal and external stakeholders.
- c. Documentation of change that can carry high impact/likelihood of creating resistance.

**2. Change Readiness**

For each Department:

- a. Task plan and readiness checklist for each of the major milestones as agreed upon between the City and the S/I. Specific to OCM, documentation of the Department's role and tasks, and who has responsibility and accountability for completion of task deliverables.
- b. Facilitation plan for getting out to Departments instructions for tasks that pertain to readiness, and getting back task deliverables within time lines to be specified by the City.
  - 1) Task instructions
  - 2) Report of completed tasks and approved task deliverables.
- c. Documentation of findings on Departmental preparedness and readiness to Department Directors and ERP Director, Change Manager and Steering Committee, including how preparedness and readiness was established.

**3. Prosci ADKAR**

By Department:

- a. Verbal report summarizing the City's existing ADKAR familiarity.
- b. Assessment instruments, such as surveys, questionnaires, interview plans and questions, etc.
- c. Documentation, analysis and share-out of responses captured from surveys, questionnaires, interviews, etc.
- d. Documentation of assessment, remediation recommendations, and remediation assistance planned and provided for:

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- 1) Current-state Awareness and Desire prior to and during project phases
  - 2) Pre-Training and post-Training Knowledge
  - 3) Pre-Cutover and Post-Cutover Ability
  - 4) Post-Cutover Reinforcement
4. OCM Communications
- a. Verbal report summarizing review of ERP project communications and Decision Governance structure.
  - b. Verbal report acknowledging understanding of OCM Communications efforts to date and the City's Change Management Team structure.
  - c. Written recommendations on OCM Communications Strategy, by Department.
  - d. OCM Communications Plan, by Department, addressing:
    - 1) Who is communicated to and who makes the communication
    - 2) What phase of the ERP project the communication occurs in
    - 3) What messaging is communicated and for what purpose
    - 4) By what means is messaging communicated, such as via ERP website, videos, newsletter, email flash, Public Information Release, town halls, other events, etc.
    - 5) How to ensure people are listened to and valued by the ERP Project Team, Steering Committee, and City management and leadership.
  - e. OCM Communications products and content, such as ERP website content (website has already been developed), video plans, newsletter content, etc.
  - f. Written OCM recommendations and input, by Department, provided to the ERP Change Manager and ERP Director for reporting to the Steering Committee.

**2.2 OTHER RFP REQUIREMENTS**

**A. Qualifications Statement Section**

1. Provide a description of your firm's area of expertise and prior experience with OCM on similar projects, including ERP projects as specified in the RFP. If your company has experience leading OCM projects affecting operations in local government, please detail as well.

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2. The City is interested in engaging an experienced senior-level OCM resource. Describe the experience level of the OCM resource(s) proposed by your firm, and any OCM certifications.
3. Provide a description of your firm's experience with the Prosci ADKAR model.
4. What are the greatest benefits that your organization brings to the City regarding the products and services outlined in this RFP?

**B. Screening Questions Section**

Please respond to the following questions that will highlight your OCM experience. Provide as much detail as necessary to highlight your prior experience with providing the services. The Screening Questions must contain a description of the Proponent's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including but not limited to the following:

1. Please describe your OCM methodology related to supporting an ERP implementation.
2. Please describe your approach for incorporating your change management deliverables with those of the ERP implementation team. What strategies would you employ to ensure successful OCM integration with an ERP implementation?
3. The City has several manual and paper-based processes that will be automated with the implementation of the ERP Solution. How would you ensure user acceptance and adoption of the new processes? How would you ensure continued adoption ongoing after the ERP Solution is implemented?
4. When implementing a new ERP Solution, organizations may have to restructure, what factors would you consider in making organizational restructuring recommendations?
5. Please describe City resources required during this project. What roles or skills sets are needed?
6. Provide two brief case studies or similar projects you have conducted for other organizations. Please specifically name the clients, describe the client and project scope, the services you provided, the steps taken to deliver services, and how those were met and/or were different from what was originally forecasted.

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7. Provide a detailed description of the project management methodology, tools, and documentation used during and at the close of the engagement. Identify all engagement deliverables and services.
  - a. Incorporate engagement milestones/tasks
  - b. Incorporate checkpoints for creation of deliverables
8. Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.

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**3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT**

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and SIX (6) copies of your proposal/qualifications. Additionally, submit one (1) CD with an electronic version of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed.

**3.0.1 Cover Letter**

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

**3.0.2 Minimum Experience Qualifications Summary**

A statement of professional experience and ability.

**3.0.3 Management/Method of Operation**

Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.



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**3.0.4 References**

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

**3.0.5 Financial Statement**

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

**3.0.6 Corporate Structure, Organization**

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

**3.0.7 Proposal Fee (Under Separate Cover)**

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

**3.0.8** The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

**3.0.9** Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal, but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

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Generalized narrative of supplementary information; and Supplementary graphic material

- 3.0.10** All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- 3.0.11** When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.
- 3.0.12** If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.
- 3.0.13** The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

**3.1 EVALUATION PROCEDURE AND CRITERIA**

The City is interested in selecting a qualified firm with the ability to provide ORGANIZATIONAL CHANGE MANAGEMENT (OCM) SERVICES. A key component for the successful firm will be the ability to meet the City's performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent's ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;

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3. Proponent's Fee Schedule: completed and signed (under separate sealed cover);
4. Proponent's Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

**3.2 PROPOSED DEVELOPMENT COSTS**

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

**3.3 PROPOSER CONTACT**

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

**3.4 CITY'S USE OF PROPOSAL MATERIAL**

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

**3.5 REJECTION OF PROPOSAL**

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.

# PROPOSAL DOCUMENTS

- A) RFP – ORGANIZATIONAL CHANGE MANAGEMENT (OCM) SERVICES
- B) PUR 17-040
- C) JUNE 21, 2018

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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**PROPONENT'S AGREEMENT**

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at [www.stocktonca.gov/itbid](http://www.stocktonca.gov/itbid) .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
TITLE OR AGENCY

\_\_\_\_\_  
TELEPHONE NO./FAX NO.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

## No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

# No. 1

**STATE OF CALIFORNIA, \_\_\_\_\_)ss.**

County of \_\_\_\_\_  
(insert)

being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

## No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

No. 2

**STATE OF CALIFORNIA, \_\_\_\_\_)ss.**

**County of** \_\_\_\_\_  
(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That they are the \_\_\_\_\_ of \_\_\_\_\_ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

## No. 3                      AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

## No. 3

**STATE OF CALIFORNIA,**\_\_\_\_\_)

County of \_\_\_\_\_  
(insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as \_\_\_\_\_ who is the party making the foregoing bid; that the other partner, or partners, are \_\_\_\_\_ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

## EXHIBIT 'A' – INSURANCE REQUIREMENTS

### **Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.



## **Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

### ***Additional Insured Status***

**The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be endorsed as primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

### ***Waiver of Subrogation***

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Claims Made Policies (note – applicable only to professional liability)***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

### ***Verification of Coverage***

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Certificate Holder Address***

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton  
400 E Main Street, 3<sup>rd</sup> Floor – HR  
Attn: City Risk Services  
Stockton, CA 95202

## EXHIBIT 'B' – SAMPLE CONTRACT

### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between the CITY OF STOCKTON, a municipal corporation ("City"), and \_\_\_\_\_ whose address is \_\_\_\_\_ and telephone number is \_\_\_\_\_ ("Consultant").

#### RECITALS

A. Consultant is qualified to and experienced in facilitating collaboration, teamwork and strategic planning efforts for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in **Exhibit A.** Consultant shall provide said services at that time, place and in the manner specified in **Exhibit A** and **Exhibit D.**

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A. Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A. according to the terms and conditions set forth in Exhibit A.

3. **Term.** This Agreement shall commence on the date written above and shall expire on \_\_\_\_\_; provided, however the parties may agree to change either the commencement or expiration date.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in **Exhibit A** and **Exhibit C.** The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$\_\_\_\_\_.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may

be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work.** All reports, drawings, designs, plan review comments and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit B** and shall otherwise comply with the other provisions of **Exhibit B.**

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City: City Manager  
City of Stockton  
425 N. El Dorado Street  
Stockton, CA 95202

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other

representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver**. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

21. **No Personal Liability**. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Scope of Agreement**. This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF STOCKTON**

**CONSULTANT**

\_\_\_\_\_  
Kurt O. Wilson, City Manager

By: \_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Bret Hunter, City Clerk

Title:

APPROVED AS TO FORM:

*[If Consultant is a corporation  
signature(s) must comply with  
Corporations Code §313.]*

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



## **EXHIBIT A**

Insert Scope for Services

**Exhibit B:**  
**Insurance Requirements for Professional Services**

*Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.*

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if consultant provides written verification it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

**The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

**Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

***Waiver of Subrogation***

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

## **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

## **Verification of Coverage**

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

## **Certificate Holder Address**

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

## **Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

## **Subcontractors**

*Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.*

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT C**  
**FEE SCHEDULE**  
**(reserved)**

**EXHIBIT D**  
**PROJECT SCHEDULE**  
**(reserved)**