



Rancho Murieta Community Services District

# Request for Proposal

Project Management Services for Enterprise Resource Planning (ERP)  
System Implementation

**Issue Date:**  
**January 31, 2022**

**Response Due Date/Time**  
**February 25, 2022 – 5:00 p.m.**



## **RFP Introduction**

### **1.1 General Information**

The Rancho Murieta Community Services District is requesting proposals from qualified individuals or firms to provide project management services for implementation of an Enterprise Resource Planning (ERP) system. There is no expressed or implied obligation for the District to reimburse responding individuals or firms for any expenses incurred in preparing proposals in response to this request.

Materials submitted by proposers are subject to public inspection under the California Public Records Act unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded. During the evaluation process the District reserves the right to request additional information or clarifications from the proposer. At the discretion of the District, individuals or firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the selected firm.

Proposer must agree to use the District's contract template without amendment (attached to this RFP). A recommendation and proposed contract will be prepared for District Board consideration at its March 16, 2022 meeting. The District reserves the right to reject any or all proposals. The proposal package shall present all-inclusive fees for each phase of the engagement.

### **1.2 Term of Engagement**

It is the intent of the District to contract for the services presented herein for a term of twelve (12) months, based upon the project implementation timeline. The District reserves the right to extend the term of the contract to complete the project; or cancel the contract at any time with 10 days written notice.

The estimated implementation timeline is subject to change.

#### **1.2.1 Phase 1 -Core Financials and System Wide Applications**

Start Date: March 1, 2022

Go-Live Date: As defined in the Project Plan

Functional Areas:

- InCode 10 Financial Management Suite
  - Core Financials
  - ACFR Statement Builder
  - Fixed Assets

- Project Accounting
- Contracts & Grant Management
- Project Accounting
- Purchasing
- Accounts Receivable
- General Billing
- Inventory Control
- Analytics & Reporting
- Tyler Content Manager SE

## **1.2.2 Phase 2 – Human Capital Management & Utility Billing**

Start Date: As defined in the Project Plan

Go-Live Date: As defined in the Project Plan

Functional Areas:

- Personnel Management
  - Personnel Management – Employee Records Data
  - Personnel Management – (including Position Budgeting)
  - Benefits Enrollment
  - ExecuTime Time & Attendance
  
- Customer Relationship Management Suite
  - Utility Billing
  - Work Order Asset Maintenance
  - Mobile Service Orders
  - Utility CIS Water/Gas
  - Cashiering

## **1.3 RFP Coordinator**

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below.

Name and Title: Amelia Wilder, District Secretary

Email: [awilder@rmcsd.com](mailto:awilder@rmcsd.com)

The RFP Coordinator will be the sole point of contact for this RFP. Proposer contact with any person(s) in the District other than the RFP Coordinator is expressly forbidden and may result in disqualification of the Proposer's bid. Any communications other than via email to the RFP Coordinator will be considered unofficial and non-binding on the District.

## **1.4 RFP Amendment and Cancellation**

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be provided to all Proposers complying with Section 1.6 Intent to Propose and the amendment posted on the District's website:

<https://www.ranchomurietacsd.com/>

Proposers must respond to the final written RFP, including and any exhibits, attachments and amendments.

## 1.5 RFP Questions

Questions concerning the RFP should be submitted via e-mail to the RFP Coordinator identified in Section 1.3 prior to 5:00 pm, February 11, 2022, which is the “Deadline for Proposer Questions”. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. The questions submitted and the District’s responses shall be posted on the District website identified in Section 1.4.

## 1.6 Intent to Propose

Each Proposer who plans to submit a proposal should register by email to the RFP Coordinator. The email should indicate the Proposer's intent to respond to this RFP. The email should include:

- Proposer’s company name
- Proposer’s intent to respond to this RFP
- Name and title of Proposer main contact
- Address, telephone, and email address

The “Intent to Propose” email does not bind Proposers to submitting a proposal.

## 1.7 Proposal Submittal

Proposals are to be submitted no later than the “Deadline for Proposal Submission” identified in Section 5. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

One (1) pdf electronic copy of the Proposal shall be received via email at [awilder@rmcsd.com](mailto:awilder@rmcsd.com) by 5:00 p.m. on February 25, 2022 for the proposal to be considered.

Proposals must include:

- Name of Proposing Firm
- Proposer’s Address
- Proposer’s Contact Person
- Proposer’s Telephone Number

All information must be received by the District on the date/time indicated in Section 1.3. Information received after this time and date will not be considered.

## 2 District Overview

Rancho Murieta Community Services District (District) was formed in 1982 by State Government Code 61000 to provide essential services in Rancho Murieta. The District provides essential services to an area of 3,500 acres (covering roughly five and a half square miles) located in the beautiful wooded hills of eastern Sacramento County. The approved master plan calls for residential development on 1,920 acres with single-family residences, townhouses, apartments, and mobile homes for a total of 5,189 units. Current estimates indicate Rancho Murieta has 2,500 households with a population of approximately 5,903 persons (2020 census). The community is a balanced blend of both custom and production homes, townhouses, mobile homes and a thriving retail complex. In addition, an airport, office building, fire station and equestrian center are located in the District. Rancho Murieta has grown steadily over the past 25 years with an emphasis on preserving a unique quality of life.

Just a few of the amenities Rancho Murieta has to offer: five well-maintained community parks with updated play equipment, a spray park for children, an amphitheater, dog parks and outstanding sports fields. Anglers enjoy catch-and-release fishing and Lake Clementia provides for water sports such as paddle boarding and swimming. Rancho Murieta is also a popular gateway destination to the scenic vineyards and wineries of the Sierra foothills, with easy quaint visits to the rustic towns of Plymouth, Sutter Creek, and Jackson - just a short drive north of here.

The District employs approximately 35 full-time employees in the following departments:

- Administration
- Water Operations
- Utilities
- Security

### **3 Scope of Services**

The District has contracted with Tyler Technologies InCode ERP system (a Hosted Solution [SaaS]).

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

The ideal contractor will have:

- Experience working with Tyler Munis/Incode or similar Financial Management, HR/Payroll and Utility Billing applications;
- Experience in California local government payroll;
- Experience in the full ERP lifecycle principally in implementation;
- Implementation project manager with experience providing professional project management and implementation services for municipal governments;
- Solid expertise in business process evaluation, improvement, and change management in this arena.

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

### **3.1 Modules Planned for Implementation**

- Accounting/General Ledger/ Accounts Payable
- Purchasing/Bid Management
- Fixed Assets
- Inventory
- Project & Grant Accounting
- Cash Management
- Payroll
- Human Resources Management
- Utility Billing
- Tyler Cashiering
- Accounts Receivable
- General Billing
- Analytics & Reporting
- Content Manager
- eProcurement
- Forms Processing
- Annual Comprehensive Financial Report (ACFR) Statement Builder

### **3.2 Scope of Work – Project Manager**

The selected Project Manager (PM) will coordinate project team members and subject matter experts from District Staff, as well as the overall implementation schedule. The PM will serve as the primary point of contact with the Tyler’s project manager; and will be responsible for regular reporting to the District’s Executive Steering Committee. The PM will provide most of the District’s change management communications and coaching.

### **3.3 Specific Project Management tasks include:**

- Review the vendor Statement of Work (project scope) and coordinate a project kickoff meeting.
- Work with Tyler Technologies project manager to develop the implementation project plan.
- Conduct and/or attending all ERP implementation-related regular and special meetings during the project, including reporting project status to the District Leadership Team. This will include developing agenda for and attending weekly Executive Steering Committee meetings.
- Provide updates for status reports, review status reports, and participate in biweekly status meetings with Tyler Technologies.
- Manage District information on the project SharePoint site.
- Review meeting agendas prepared by Tyler Technologies and distribute agendas to District’s meeting participants.
- Review Tyler Technologies site reports posted to the project SharePoint site.
- Work with Tyler Technologies’ project manager to ensure the implementation and deployment is successfully completed. This will include reviewing the project Issues Log with the Tyler Technologies project manager, collaboratively assign a priority to each issue and identify the individual responsible for facilitating resolution.
- Work cooperatively with the District Steering Committee and legal counsel in implementing policies, procedures, and directives called for by the District.
- Monitor and communicate any identified project risks to the Tyler Technologies project manager and the Executive Steering Committee.
- Prepare and deliver any scope change requests for Tyler Technologies implementation services to Tyler’s Technologies project manager.
- Prepare and submit to Tyler Technologies any product enhancement requests with sufficient detail for Tyler Technologies evaluation.

- Coordinate any District requests for software development.
- Review and accept/reject implementation control points and deliverables, providing feedback on rejections.
- Assist with creation of software training user accounts for all users, ensure users are following curriculums, and monitor and communicate user progress to District Management.
- Coordinate software installation activities.
- Coordinate District staff training activities for all users.
- Coordinate user acceptance testing.
- Work with Tyler Technologies project manager to outline go-live steps, requirements and assignments.
- Work with District staff to implement and foster formal change management initiatives associated with the project Evaluate readiness of District staff to perform live process from training and change management perspective.
- Coordinate final acceptance process for each phase of implementation.
- In addition to the responsibilities and duties enumerated above, the successful Project Manager will also perform all other duties and responsibilities assigned by the
- District's Leadership Team related to management and coordination of the implementation of the Tyler InCode system.
- The District expects the PM will need to dedicate an average of 30 hours per week for the duration of implementation. Actual time dedicated will be based on the phase of implementation; with some weeks requiring more hours, and some weeks requiring less.

The proposer should expect to provide PM services both at the District's location and via Zoom.

### **3.4 Other Information**

The selected individual or firm shall maintain minimum insurance coverage of \$1,000,000 for professional liability, workers compensation (if applicable), and comprehensive general liability and cyber liability during the entire term of the engagement. Prior to commencement of project management services, the individual or firm will be required to provide a certificate of insurance to the District.

### **4 Time Requirements**

Proposal Calendar	
January 31, 2022	Request for Proposal issued
February 11, 2022	Deadline for questions at 5:00pm
February 16, 2022	Response to questions provided
February 25, 2022	Proposals due at 5:00pm
February 28, 2022	Finalist interview scheduling
March 16, 2022	Anticipated date to award contract

## **5 Proposal Submission**

### **5.1 General Instructions**

Proposals must be organized consistent with the outline provided in this section. Proposers must follow all formats and address all portions of the RFP set forth herein, providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the District's information requirements.

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

The District is interested in leveraging a joint ability to adjust the expenditure of contract project management hours in a manner that meets project needs at various stages of the project lifecycle, rather than requiring full-time resource commitment throughout the project. As such, the District is open to a contractual arrangement that allows the successful individual or firm to engage in other business endeavors so long as the legal and performance requirements of the District Services Agreement between both parties is enforced at all times and conflicts of interest are avoided. The District has prepared a budget of \$80,000 for the duration of this project.

### **5.2 Content of the Proposal**

Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to perform the following requirements of this RFP. This should include the five (5) section listed below (5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5):

#### **5.2.1 Vendor Qualifications**

Please provide a brief history and overview of your firm and its organizational structure, or if an individual, a description of your qualifications with special emphasis on your understanding of the services required and how you propose to fulfill the needs of the District, including the following information:

1. Name, mailing address, e-mail address, telephone, and fax number of the vendor.
2. Type of organization (individual, partnership, corporation, or other). Please include Federal Tax ID (FEIN).
3. Principals of your firm (as applicable).
4. State why you are well-qualified to provide the District with the ERP implementation services outlined in the "Scope of Work" section above. This must include the size of the organization, list of the staff qualified to provide these services, and the location of the coordinating office. (Note: The District anticipates the need to provide adequate office/meeting space and computer hardware/software for the successful project manager subject to clarification during contract negotiations.)
5. Provide specific descriptions of the experience of the vendor in providing these services to clients similar to the District.
6. Provide five (5) references from other clients to which the vendor has provided services similar to those outlined in this RFP. Include names, addresses and phone numbers, a thorough description of project scope and deliverables, and dates of the service. Contacts shall be those who have personal knowledge of your vendor's performance for this requirement.

#### **5.2.2 Project Manager Qualifications and Experience**

Please identify the individual staff member(s) who will be assigned to provide the professional project management and technical assistance services outlined in the RFP, including:

1. Identify and provide the resume of the individual who will be assigned to provide these contracted services on a day-to-day basis to include:
  - a) Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
  - b) Identify the assigned individual's position within the vendor and the degree to which they will be able to commit resources and time to provide the services.
2. Identify and provide resumes of any individuals who will be assigned to assist the individual assigned to provide the services to include:
  - a) Identify at a minimum: the person's name, education, position and total years and types of experience relevant to the performance of the agreement.
  - b) Identify the staff roles and responsibilities, and how these individuals will work with the assigned primary individual providing these services.

### **5.2.3 Technical Approach to Service Provision**

Provide a brief description of the vendor's approach to this project to include:

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

### **5.2.4 Tyler Munis/Incode or similar ERP Specific Knowledge and Experience**

Please discuss relevant experience with answers to the supplemental questions below.

1. What is your experience providing project management to financial / human capital management implementation?
2. Discuss your knowledge and experience with Tyler Munis or similar ERP products. How well do you know the product? What product versions are you experienced with?
3. What technical resources do you have available to assist with legacy data conversion, either internal or contracted?
4. Discuss any specific knowledge of working with 3rd party vendors to integrate Munis/Incode or similar product with their products (e.g. GlobalSearch, CMMS).
5. Discuss your knowledge of other Tyler Munis or similar applications (e.g. Roll Based Security, Work Orders, etc.)

### 5.2.5 Financial/Pricing Proposal

It is the intent of the District to purchase these services for a specific time period at a specific unit cost. The Vendor will be engaged as an independent contractor (see District Service Agreement, attached), and will be responsible for all benefits, any and all taxes (including without limitation all income, payroll, and self-employment taxes), and insurance requirements. As noted above, the District is open to negotiating an agreement that adjusts the expenditure of project management professional services hours to meet cyclical project needs. Please keep this in mind as you consider the proposal pricing options below:

1. The vendor must propose a total per hour charge for the individual or individuals assigned to provide the services described above to include all costs for salaries and benefits.
2. In addition, the vendor should propose a fixed amount, Not to Exceed cost estimate for the entire project, from initial assessment through system acceptance (approximately 12 months).
3. Mileage expense will not be reimbursed.
4. All other expenses will require pre-approval from the District. Vendor shall identify other expenses for which reimbursement will be sought, including any fixed rates or charges applicable to any category of expenses.
5. As a tax-exempt entity, the District is not liable for any sales or other excise tax on the service rendered.

Pricing:

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

Per Hour Charge to Provide Services \$\_\_\_\_\_ per hour

AND (optional)

Total monthly fees (all-inclusive) \$\_\_\_\_\_

AND (optional)

Total per Project Charge to Provide Services \$\_\_\_\_\_

Questions:

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

### 5.3 Proposal Format and Content

Submit One (1) pdf electronic copy of the Proposal shall be received via email at [awilder@rmcsd.com](mailto:awilder@rmcsd.com) by 5:00 p.m. on February 25, 2022 for the proposal to be considered.

Proposals received after February 25, 2022 at 5:00pm will not be considered.

### 5.4 Technical Proposal Format

#### 5.4.1 Title Page

Show the subject, name of the proposer, contact information and date of submission.

#### 5.4.2 Table of Contents

1. Provide a complete identification of materials submitted by section and page number.
2. Provide a general introduction, a brief statement of the proposer's understanding of the engagement, and the name and contact information of the person authorized to represent the proposer.

### 6 Evaluation Procedures and Criteria

#### 6.1 Proposals will be evaluated based on the following criteria:

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

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

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

## **6.2 Proposal Review**

Proposals will be evaluated by District Staff, including but not limited to Director of Administration, Director of Operations and General Manager.

1. Interviews will be conducted with the top ranked proposers.
2. Staff will present its findings to the District Board for selection. The District Board will have final authority to award the contract. It is anticipated that selection and award of contract will be made at the March 16, 2022 District Board meeting.

## **7 RFP Terms and Conditions**

### **7.1 Collusion**

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

### **7.2 Gratuities**

No person will offer, give or agree to give any District employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the District. No District employee or its representatives

will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a District contract.

### **7.3 Required Review and Waiver of Objections by Proposers**

Proposers should carefully review this RFP and all attachments, including but not limited to the District Service Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the District no later than the "Deadline for Proposal Questions" detailed in Table 1 - RFP Timeline. This will allow issuance of any necessary amendments and help prevent the opening of defective information upon which contract award could not be made. Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the District, in writing, by the Deadline for Proposal Questions.

### **7.4 Nondiscrimination**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's contractors.

Accordingly, all Proposers entering into contracts with the District will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **7.5 Proposal Preparation Costs**

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

## **7.6 Proposal Withdrawal**

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1.3). After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the Deadline for Proposal Submission.

## **7.7 Proposal Errors**

Proposers are liable for all errors or omissions contained in their information. Proposers will not be allowed to alter proposal documents after the Deadline for Proposal Submission.

## **7.8 Incorrect Proposal Information**

If the District determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

## **7.9 Prohibition of Proposer Terms and Conditions**

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the District, at its sole discretion, may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

## **7.10 Assignment and Subcontracting**

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

## **7.11 Right to Refuse Personnel**

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The District reserves the right to interview and approve all Proposer staff members. Proposer's staff may be subject to the District's background and drug testing processes at any time.

## **7.12 Proposal of Additional Services**

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the District.

### **7.13 Licensure**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

### **7.14 Conflict of Interest and Proposal Restrictions**

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the District in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

### **7.15 Contract Negotiations**

After a review of the information and completion of the interviews, the District intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the District will open negotiations with the next ranked Proposer.

### **7.16 Execution of Contract**

If the selected Proposer does not execute a contract with the District within fifteen (15) business days after notification of selection, the District may give notice to that service provider of the District's intent to select from the remaining Proposers or to call for new information, whichever the District deems appropriate.

### **7.17 Right of Rejection**

The District reserves the right, at its sole discretion, to reject any and all information or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations.

The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. Proposers may not restrict the rights of the District or otherwise qualify their information. If a Proposer does so, the District may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected. The District reserves the right, at its sole discretion, to waive variances in technical information provided such action is in the best interest of the District. Where the District waives minor variances in information, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFP.

### **7.18 Disclosure of Proposal Contents**

All information and other materials submitted in response to this RFP procurement process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of information, the information and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By

submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

### **7.19 Proprietary Information**

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District will constitute a complete waiver of all claims for damages caused by any release of the information.

### **7.20 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

### **7.21 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal will be incorporated into the final contract.

### **7.22 Proposal Amendment**

The District will not accept any amendments, revisions, or alterations to information after the Deadline for Proposal Submission unless such is formally requested, in writing, by the District.

### **7.23 Consultant Participation**

The District reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second opinion. The District may also invite said consultant to participate in the Proposal Evaluation process.

### **7.24 Warranty**

The selected Proposer will warrant that the contracted SaaS will conform in all material respects to the requirements and specifications as stated in this RFP, demonstrated in proof-of-capabilities. The selected Proposer must warrant that the content of its proposal accurately reflects the SaaS capability to satisfy the functional/technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all application modules included in the implementation.

### **7.25 Rights of the District**

The District reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all information
- Issue subsequent Requests for Proposal
- Postpone opening proposals, if necessary, for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors

- Negotiate with any, all, or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposal
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the District

An agreement will not be binding or valid with the District unless and until it is approved by the District Board and executed by authorized representatives of the District and of the Proposer.

## **8 Appendix A – District Standard Service Agreement**