



CITY OF EXETER

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL (RFP) No. 2026-06 MUNICIPAL FINANCIAL MANAGEMENT SYSTEM SOFTWARE, APPLICATION HOSTING, IMPLEMENTATION AND TECHNOLOGY SERVICES

This RFP does not constitute a contract or commitment by the City of Exeter. The City reserves the right to reject any or all proposals, to waive informalities, and to accept the proposal deemed most beneficial to the public interest.

RFP Number:	2026-06
Issue Date:	August 31, 2026
Proposal Due Date:	October 2, 2026, at 4:00 PM Pacific Time
Submission Method:	Email or hand-delivery to City Finance
Submit To:	Janie Rodriguez, Finance Director, City of Exeter, 137 N. F Street, Exeter, CA 93221, jrodriguez@exetercityhall.com
Questions Deadline:	September 11, 2026, at 5:00 PM Pacific Time
Questions Contact:	Janie Rodriguez jrodriguez@exetercityhall.com

Section 1: Introduction and Background

The City of Exeter (the “City”) invites qualified software vendors to submit proposals for municipal financial management software, application hosting, implementation, and technology services. The selected vendor shall provide a modern, secure, reliable, user-friendly, and scalable solution capable of supporting the City’s financial and administrative operations and meeting its current and future operational, reporting and analytics, integration, security and technology needs.

The City of Exeter is a small, community-oriented city located in Tulare County, California, approximately eight miles east of Visalia and two miles south of State Route 198 along State Route 65. Incorporated in 1911 and established as a Charter City in 1998, Exeter has a current population of approximately 10,321 residents. The City is known for its vibrant downtown, tree-lined streets, historic character, and renowned outdoor murals, and is home to 12 parks. Located near Sequoia National Park, Exeter takes pride in its community identity and its commitment to “Protecting, Preserving and Promoting Small Town America.”

The City provides a range of municipal services to its residents and operates multiple governmental and enterprise funds. The City’s financial management system is administered by the Finance Department and supports the City’s financial and administrative operations, including accounting, budgeting, accounts payable, accounts receivable, payroll, utility billing, purchasing, business licensing, cash management, and financial reporting.

The City is seeking a financial management system that is appropriately scaled to the City’s size and staffing levels while providing modern functionality, ease of use, automation, reporting and analytics, integration capabilities, security, and scalability to support the City’s current and future needs.

Section 2: Scope of Work

The City intends to evaluate and replace its existing financial management system with a modern, reliable, user-friendly off-the-shelf comprehensive municipal financial management system.

The City is seeking a solution that provides enhanced functionality, ease of use, reporting and analytics, integration capabilities, security, and long-term support while being appropriately scaled to the City’s size, staffing, and operational needs.

Proposers are encouraged to identify alternative approaches, available system functionality, or configuration options that may satisfy the City’s requirements without requiring custom software development or significant modifications.

2.1 Project Goals

The goals of the project include, but are not limited to:

- Replace the City's existing financial management system with a modern, user-friendly solution that provides simplified navigation, easy access to information, efficient workflows, and functionality that supports the City's current and future needs.
- Improve system response times and reduce errors.
- Reduce manual processes and paper-based workflows and automate routine tasks.
- Provide improved integration with other City systems and third-party applications.
- Improve financial reporting, dashboards, analytics, and access to real-time or near-real-time financial information.
- Improve reporting capabilities and access to data.
- Provide secure, reliable, and accessible application hosting with appropriate backup, disaster recovery, and cybersecurity protections.
- Provide a system that can be maintained and upgraded with minimal disruption to City operations.
- Improve the City's ability to meet financial reporting, payroll, utility billing, budgeting, purchasing, and other municipal requirements.
- Provide opportunities for the City to implement additional functionality or modules as operational needs evolve.
- Improve the City's ability to search, retrieve, analyze, and export financial and operational information.
- Provide a solution that is appropriately scaled to a small municipal organization while allowing for future growth and additional functionality.

2.2 Project Scope – Software and Services

The selected Proposer shall provide a comprehensive municipal financial management system and all related services necessary to implement, operate, maintain, and support the proposed solution. The proposed solution should be appropriately scaled to the City's size, staffing, and operational needs while providing modern functionality and the ability to support future needs.

The Scope of Work includes, but is not limited to, the following:

- **Software Licensing or Subscription Services:** Provide all software licenses, subscriptions, modules, and user access necessary to operate the proposed system.
- **Application Hosting:** Provide secure, reliable, cloud-based or hosted application services, including system availability, data storage, backup and recovery, disaster recovery, and routine system maintenance.
- **Implementation and Project Management:** Provide a dedicated Project Manager and implementation team to coordinate system configuration, project activities, schedules, deliverables, and communication with City staff.
- **System Configuration:** Configure the system to meet the City's financial structure, chart of accounts, funds, departments, user roles, workflows, approval processes, and other operational requirements.
- **Data Conversion and Migration:** Provide services necessary to convert and migrate applicable data from the City's existing financial management system to the proposed system. Proposers shall identify the types of historical data that can be converted, any limitations, and associated costs.
- **Integrations and Interfaces:** Describe the proposed system's ability to connect and exchange information with the City's existing systems and third-party applications, as applicable. This may

include payment processing, utility billing, banking, payroll, and other systems. Proposers shall identify available standard integrations, any additional integration services or customization required, and any associated costs or limitations.

- **Testing and Implementation Validation:** Provide system testing, data validation, user acceptance testing, issue resolution, and other activities necessary to ensure the system is ready for implementation.
- **Training:** Provide initial training for City staff and system administrators, including training materials, documentation, and hands-on instruction appropriate to the City's various user roles.
- **Go-Live and Transition Support:** Provide implementation, go-live, and post-go-live support to assist City staff with transitioning from the existing system to the proposed solution.
- **Maintenance and System Updates:** Provide ongoing software maintenance, system upgrades, enhancements, security updates, and applicable legislative or regulatory updates.
- **Technical Support and Customer Service:** Provide ongoing technical support, troubleshooting, customer service, and assistance with system administration and operational questions. Proposers shall identify support hours, response times, escalation procedures, methods of support, and the level of City staff or IT involvement expected for routine system support.
- **Reporting and Analytics:** Provide standard and customizable financial reports, dashboards, analytics, data exports, and other reporting tools necessary to support City staff, management, and City Council reporting needs.
- **System Administration and User Management:** Provide user-friendly administrative tools that allow authorized City staff to manage users, security roles, permissions, workflows, and routine system configuration. The Proposer shall identify which administrative functions can be performed by City staff and which require vendor assistance.
- **Documentation:** Provide system documentation, administrator guides, user guides, training materials, and other documentation necessary for the City to effectively operate and administer the system.
- **Security and Data Protection:** Maintain appropriate security controls, data protection, backup, disaster recovery, and cybersecurity practices to protect City data.
- **Ongoing System Enhancements:** Describe the process for providing new features, enhancements, and technology improvements throughout the term of the agreement and identify whether such enhancements are included in the proposed subscription or require additional fees.
- **Other Services:** Provide any other services, functionality, or support reasonably necessary to successfully implement, operate, maintain, and support the proposed financial management system.
- **City Technical and Administrative Requirements:** The proposed solution should minimize the City's need for specialized technical resources, infrastructure, and ongoing system administration. Proposers shall identify the expected level of City staff involvement required during implementation and after go-live, including any hardware, network, technical, administrative, or other resources that will be the City's responsibility.

The Proposer shall clearly identify which services are included in the proposed base price, which services are optional, and any services that require additional fees or third-party products.

2.3 Required and Optional Modules

The City is seeking a system that can serve as many of the City's various department needs as possible. Mandatory and optional modules and functions are listed in the table below:

Module	Mandatory Functions	Optional Functions
Finance	➤ General Ledger/Fund Accounting ➤ Budget Preparation and Monitoring ➤ Procurement and Purchasing ➤ Vendor Management ➤ Accounts Payable ➤ Accounts Receivable ➤ Payroll Processing ➤ Cash Receipting/Cashiering ➤ Cash Management ➤ Bank Reconciliation ➤ Financial Reporting	➤ Capital Assets ➤ Contract Management ➤ Project Accounting ➤ Grant Management ➤ Advanced Budgeting & Forecasting
Utility Billing	➤ Customer Account Management ➤ Rates and Fee Management ➤ Utility Billing ➤ Payment Processing ➤ Integration with existing systems and applications ➤ Delinquency Management	➤ Service Order Management ➤ Meter Reading and Inventory ➤ Online Bill Payment Portal ➤ Text-to-Pay/Mobile Payment Option
Payroll/Human Resources	➤ Employee Master File ➤ Pay Administration ➤ Time and Attendance (Timekeeping) ➤ Onboarding ➤ Separation/Off boarding ➤ Leave Management ➤ Personnel Administration	➤ Training and Certification ➤ Performance Reviews ➤ Personnel Actions ➤ Applicant Tracking ➤ Employee Self-Service ➤ Benefits Administration ➤ Employee Self-Service
Other	➤ Business License	➤ Asset/Inventory Management ➤ Electronic Forms ➤ Workflow Automation

The list above is not intended to be all-inclusive/exclusive. Proposers are encouraged to include information about any additional modules that they can offer, which may be of benefit to the City

Section 3: Minimum Qualifications

Proposals will only be considered from Proposers that meet the following minimum qualifications:

- The Proposer shall have demonstrated experience providing financial management software or integrated financial management/Enterprise Resource Planning (ERP) systems to governmental agencies.
- The Proposer shall demonstrate successful implementation and ongoing support of the proposed software for municipal or other governmental clients.
- The proposed software shall be an established and commercially supported solution currently available for implementation and use by governmental agencies.
- The Proposer shall have the qualified personnel and resources necessary to provide the services required under this RFP, including implementation, system configuration, data conversion, training, application hosting, maintenance, technical support, and ongoing customer service.

- The Proposer shall have the capability to provide a vendor-hosted or cloud-based solution, including secure application hosting, data protection, backup and recovery, disaster recovery, cybersecurity, system maintenance, and technical support.
- The Proposer shall demonstrate experience with data conversion and migration from existing financial management systems to the proposed solution.
- The Proposer shall have the resources and organizational capacity to provide ongoing software maintenance, updates, enhancements, and technical support throughout the term of the agreement.
- The Proposer shall be authorized to provide, license, host, implement, and support the proposed software and shall identify any third-party products or services necessary to provide the complete proposed solution.

Section 4: Proposal Requirements

Proposals shall be submitted in response to this RFP and include the following content described below, clearly labeled. Vendors should not be constrained to only include the below items in the proposal if the Vendor feels that additional elements may add value to the offer.

4.1 Cover Letter

A brief cover letter signed by an authorized representative of the company, expressing interest in the project and identifying the proposed Project Manager who would be the primary point of contact during the implementation process.

4.2 Company Profile and Qualifications

- Legal vendor name, address, legal structure, and number of years in operation
- Overview of the Proposer's experience providing municipal financial management system software, application hosting, implementation, data conversion, training, maintenance and ongoing technology support services
- Description of the Proposer's experience serving California municipal government agencies, including the number and general size of municipal clients currently using the proposed system
- Identification of the proposed financial management software, including the product name, current version, and length of time the product has been available
- Description of the Proposer's implementation, technical support, customer service, and software development resources
- Identification of any subcontractors or third-party providers that will participate in implementation, hosting, data conversion, support, or other services
- Provide a concise synopsis of the proposed solution and a description of the Proposer's credentials to deliver the services sought under the RFP. Include statement indicating that the proposal remains valid for at least 180 calendar days from the date of submittal

4.3 Project Team and Key Personnel

Provide information regarding the proposed project team and key personnel who will be responsible for implementation and ongoing support of the proposed system. Identify the Project Manager and other key personnel, their roles and responsibilities, relevant experience with municipal financial management system implementations, experience with the proposed software, and anticipated level of involvement in the City's project.

4.4 References

Complete Appendix C – References Form and provide a minimum of three (3) references from California municipalities for whom similar services have been provided within the last five (5) years. For each reference, include:

- Agency name, contact person, title, phone number, and email address
- Description of services provided and approximate contract value
- Software/system name and version, including modules implemented
- Contract start and end dates

The City reserves the right to contact references and other current or former clients of the Proposer as part of the evaluation process.

4.5 Proposed Solution and Functional Requirements

Provide a detailed description of the proposed financial management system and explain how the proposed solution will meet the City's functional and technical requirements.

The Proposer shall describe the proposed system's capabilities in the following areas, as applicable to the City's operations:

- Core financial management and fund accounting
- General ledger
- Budget development, administration, and monitoring
- Accounts payable and accounts receivable
- Payroll, W-2s, and related reporting
- Utility billing and customer account management
- Purchasing, requisitions and purchase orders
- Cash management and bank reconciliation
- Business licensing
- Fixed asset management
- Financial reporting and financial statements
- Workflow and electronic approvals
- Automation of routine financial and administrative processes
- Data search and accessibility
- Reporting, dashboards and analytics
- User permissions, security and audit trails
- Document management and electronic attachments
- Available integrations with other municipal systems
- Year-end processing and reporting
- Other functionality or features the Proposer believes would provide value to a municipality of the City's size and operational complexity

The City recognizes that not all functions identified above may be applicable to the City's current operations. Proposers should identify whether each applicable function is included as part of the proposed solution, available as an optional module, requires a third-party application or integration, requires customization, or is not available.

The Proposer shall also identify any additional functionality, features, or capabilities not specifically identified in this RFP that the Proposer believes would benefit the City or improve the efficiency, accuracy, reporting, security, or user experience of the City's financial and administrative operations.

The Proposer shall clearly identify any limitations, assumptions, required third-party products, customizations, additional licensing fees, or other costs associated with the proposed solution.

4.6 Cost Proposal

Complete Appendix B – Cost Proposal Form. Additional documents can be provided as more detailed or supporting information to the cost summary provided in Appendix B.

Include initial one-time costs for hardware (if applicable), implementation, training, software licensing, travel, and related costs, etc., with the price proposal. Recurring annual costs should be described in the proposal, clearly stating what is included (e.g., application upgrades, state and/or federal reporting requirements, hours of support, etc.). Please be sure to specify whether Annual Maintenance Costs are included in year one of the proposed term. All vendors responding to this RFP are expected to provide all necessary pricing without any hidden or unexpected costs.

Identify major milestones as part of the project. It is required that costs will be invoiced upon completion of major milestones. Please provide a schedule of all payments necessary to complete the proposed scope.

4.7 Insurance

The selected firm will be required to provide evidence of the following insurance coverage prior to contract execution:

- Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate (per project or location), and \$1,000,000 products and completed operations aggregate
- Professional Liability (Errors & Omissions): \$2,000,000 per claim and in the aggregate
- Business Automobile Liability: \$1,000,000 each accident
- Workers' Compensation as required by California law and Employer's Liability: \$1,000,000 each accident or disease
- Cyber Liability: \$2,000,000 per claim and in the aggregate

The City of Exeter shall be named as an additional insured on all applicable policies.

The comprehensive insurance requirements are included in the Contract Services Agreement, attached hereto and made a part hereof.

4.8 Implementation Schedule

This section should describe the proposed implementation plan. Provide a detailed implementation plan describing the proposed approach, anticipated timeline, major milestones, City responsibilities and vendor responsibilities. The plan shall address, at a minimum:

- Project management
- System configuration
- Data conversion and validation
- Interfaces and integration
- Testing
- Go-live preparation
- Go-live support
- Transition from the City's existing system
- Post-implementation support

4.9 Training and Support Plan

Describe the training and ongoing support that will be provided to City staff.

The response shall include:

- Initial implementation training
- Training for system administrators
- Department/user training
- Training materials and documentation
- Refresher and ongoing training
- Help desk availability
- Technical support hours
- Response and resolution timeframes
- Software updates and upgrades
- California-specific legislative or regulatory updates, when applicable
- Procedures for escalating unresolved issues.

4.10 Hosting, Security and Technology

Describe the proposed system's hosting environment, technology, security, reliability, accessibility, and integration capabilities.

The response shall address the following:

- Hosting environment
- Data storage and location
- Security
- Backup and disaster recovery
- System availability and reliability
- Remote access capabilities
- Mobile accessibility
- Integrations strategy
- System administration
- City IT support requirements
- Maintenance and updates
- Technology requirements
- Cybersecurity and incident response
- Mobile hardware and operating system specifications

Section 5: Evaluation Criteria and Selection Process

Proposals will be evaluated by a selection committee on the following criteria:

Evaluation Criterion	Points
System functionality and ease of use	25
Implementation and data conversion	20
Technology, hosting, security and integration	15
Vendor qualifications, experience and references	15
Customer support and ongoing services	10
Cost proposal and overall value	15
TOTAL	100

The City reserves the right to conduct interviews with top-ranked proposers prior to final selection. The City may negotiate contract terms and fee structure with the highest-ranked proposer. If negotiations are unsuccessful, the City may proceed to the next-ranked proposer.

Section 6: Proposal Submission Instructions

Proposals must be received by the City no later than Friday, October 2, 2026, at 4:00 PM Pacific Time. Late proposals will not be accepted.

6.1 Submission Format

- Submit one (1) electronic copy (PDF) via email to jrodriguez@exetercityhall.com with the subject line: "RFP 2026-06 — Municipal Financial Management System Software, Application Hosting, Implementation and Technology Services — [Vendor Name]"
- Electronic submittals shall not exceed 20 MB total. Larger files must be submitted via a secure file-sharing link included in the email.
- Hard copy submittals: if submitting in person or by mail, provide one (1) original and two (2) copies and an electronic copy on a USB drive in a sealed envelope labeled "RFP 2026-06 — Municipal Financial Management System Software, Application Hosting, Implementation and Technology Services — Do Not Open".

It is the sole responsibility of the proposer to ensure that the proposal is received by the City prior to the stated deadline. Proposals received after the deadline, regardless of the reason, may be deemed non-responsive and may not be considered.

Proposers are encouraged to submit their proposals sufficiently in advance of the deadline to avoid transmission delays or technical issues. The City is not responsible for delayed, incomplete, corrupted, or undeliverable email transmissions.

Following the proposal deadline, the City will review submissions for completeness and responsiveness in accordance with the requirements of this RFP. The City reserves the right to request clarifications or additional information from proposers as part of the evaluation process.

6.2 Questions and Clarifications

All questions regarding this RFP must be submitted in writing by email to jrodriguez@exetercityhall.com no later than Friday, September 11, 2026, at 5:00 PM Pacific Time. Questions and the City's written responses will be posted as an addendum on the City's website at <https://cityofexeter.ca.gov/bid-opportunities-and-requests-for-proposals/>. Verbal responses to questions are not binding.

6.3 RFP Availability and Addenda

This Request for Proposals (RFP), together with all associated documents, exhibits, appendices, and any future addenda, will be available exclusively through the following locations:

- [City of Exeter – Bid Opportunities and Requests for Proposals](#)
- [BidNet Direct – City of Exeter Procurement Portal](#)

It is the responsibility of each prospective proposer to regularly monitor these websites for the issuance of addenda, updates, responses to questions, or other information related to this RFP. The City will not be responsible for notifying individual firms of changes or revisions issued through an addendum.

Only written addenda issued by the City of Exeter shall modify the requirements of this RFP. Oral statements, interpretations, or representations made by City staff or others shall not be binding.

Section 7: Contract Terms and Conditions

The following terms and conditions apply to this RFP and any resulting contract:

- The selected proposer will be required to enter into the City of Exeter's standard Professional Services Agreement prior to the commencement of any work. A copy of the agreement is attached as **Appendix A**. Proposers shall identify any requested exceptions or proposed modifications to the agreement within their proposal.
- The term of the agreement, including any renewal or extension options, will be negotiated with the selected proposer and approved by the City Council as part of the contract award.
- The selected proposer shall maintain all insurance coverage required by the Professional Services Agreement throughout the duration of the contract.
- This RFP and any resulting agreement are subject to the California Public Records Act (Government Code section 7920.000 et seq.). Proposals submitted in response to this RFP may become public records following the completion of the procurement process, except for information that is exempt from disclosure under applicable law.
- The City reserves the right to reject any or all proposals, waive any informalities or irregularities, request clarification of proposals, negotiate with one or more proposers, or cancel this RFP at any time if it is determined to be in the City's best interest.
- The City shall not be responsible for any costs incurred by proposers in the preparation, submission, presentation, or negotiation of proposals submitted in response to this RFP.
- Issuance of this RFP does not obligate the City to award a contract or expend any funds. Any contract resulting from this solicitation shall become effective only upon approval by the City Council and execution by all authorized parties.

Section 8: Anticipated Schedule (tentative)

Milestone	Target Date
RFP Released	August 31, 2026
Questions Due	September 11, 2026, at 5:00 PM Pacific Time
Responses to Questions Posted	September 18, 2026
Proposal Submission Deadline	October 2, 2026, at 4:00 PM Pacific Time
Proposal Evaluation Period	October 5 – October 16, 2026
Optional Interviews/Demonstrations	October 19 – October 23, 2026
City Council Approval	November 10, 2026
Project Kickoff	November 2026

Implementation, Conversion, Testing, & Training	November 2026 – May 2027
Target System Launch/Go-Live	June 2027

The City reserves the right to modify this schedule as necessary. Any changes will be communicated through an addendum to the Request for Proposals.

Section 9: City's Rights and Reservations

The City of Exeter reserves the following rights with respect to this RFP process:

- To reject any or all proposals at its sole discretion
- To waive any informalities or irregularities in proposals received
- To issue supplemental requests for information or revised RFPs
- To cancel this RFP at any time prior to contract execution
- To negotiate with any proposer or multiple proposers simultaneously
- To select a proposer based on the best interests of the City, which may not necessarily be the lowest-cost proposal
- To request additional information or clarification from any proposer without prior notice to other proposers

Section 10: Appendices

The following appendices are attached to and incorporated into this RFP:

- Appendix A: City of Exeter Standard Professional Services Agreement
- Appendix B: Cost Proposal Form
- Appendix C: Municipal Client References Form

Proposer Acknowledgment

By submitting a proposal in response to this RFP, the proposer acknowledges and agrees to the following:

1. The proposer has read and understands all provisions of this RFP and any issued addenda.
2. The proposal is submitted in good faith and all information provided is accurate and complete.
3. The proposer understands that the City is not obligated to select any proposal or award any contract.
4. The proposer agrees to be bound by all terms and conditions set forth in this RFP if selected.

Authorized Signature	Date
Printed Name and Title	Company Name
Address / Email / Phone	

— *End of Request for Proposals* —

C O N T R A C T

SERVICES AGREEMENT FOR MUNICIPAL FINANCIAL MANAGEMENT SYSTEM SOFTWARE, APPLICATION HOSTING, IMPLEMENTATION AND TECHNOLOGY SERVICES

This Agreement, entered into this [DAY] day of [MONTH] 2026, by and between the City of Exeter, hereinafter referred to as the "CITY", and [COMPANY NAME] hereinafter referred to as the "PROVIDER".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ service providers in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "SERVICES"; and

WHEREAS, the PROVIDER represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and PROVIDER agree as follows:

I. SERVICES TO BE PERFORMED BY THE PROVIDER

- A. Authorized Scope of Work: The PROVIDER agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described and the cost identified in Exhibit "A" - Scope of Work

SERVICES.

II. TIME OF PERFORMANCE

The PROVIDER shall commence performance of this Agreement within [NUMBER] days of PROVIDER's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the PROVIDER fails to complete the SERVICES within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the PROVIDER on that basis.

PROVIDER shall not be responsible for delays which are due to causes beyond the PROVIDER's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the PROVIDER agrees to accept, as payment in full, a monthly sum not to exceed
- B. (\$_____). This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and SERVICES identified in Exhibit "A".
- C. Payment of Compensation: The PROVIDER shall be compensated monthly no later than thirty (30) days following submission of a written, verified billing invoice to the CITY.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Administrator shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Exeter is specifically required.
- B. PROVIDER: [COMPANY NAME] shall represent and act as principle for PROVIDER in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or PROVIDER may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the PROVIDER specifying the effective date thereof, at least thirty (30) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If the PROVIDER fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 - 2. If the PROVIDER fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
 - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
 - 2. The PROVIDER shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the PROVIDER. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.
 - 3. Should the Agreement be terminated with or without cause, the PROVIDER shall provide the CITY with all finished and unfinished documents, data, photographs, reports, access keys or badges, etc. related to the SERVICES.
 - 4. Upon termination, with or without cause, PROVIDER will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid PROVIDER exceed the total compensation agreed to herein.
 - 5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the PROVIDER was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE PROVIDER

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The PROVIDER hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The PROVIDER further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The PROVIDER warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the PROVIDER for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

- A. The PROVIDER shall not subcontract or otherwise assign any portion of the SERVICES to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the PROVIDER subcontract services in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a PROVIDER performing the particular type of services.

IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the PROVIDER shall be, and is, an independent contractor and is not an agent or employee of the CITY. The PROVIDER has and shall retain the right to exercise full control and supervision of all persons assisting the PROVIDER in the performance of said services hereunder. The PROVIDER shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by PROVIDER pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from PROVIDER will be at CITY's sole risk and without liability to PROVIDER. Further, any and all liability arising out of changes made to PROVIDER's deliverables under this Agreement by CITY or persons other than PROVIDER is waived as against PROVIDER, and the CITY assumes full responsibility for such changes unless the CITY has given PROVIDER prior notice and has received from PROVIDER written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the PROVIDER pursuant to this Agreement, shall be made available to any individual or organization by the PROVIDER without the prior written approval of the CITY. Notwithstanding the foregoing, however, the PROVIDER shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The PROVIDER shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the PROVIDER's negligence, recklessness or willful misconduct in its performance of its obligations under this agreement or out of the operations conducted by PROVIDER. In the event the City indemnitees are made party to any action, lawsuit, or other adversarial proceeding arising from PROVIDER's performance of this agreement, the PROVIDER shall provide a defense to the City indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROVIDER agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with PROVIDER's (or PROVIDER's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the sole negligence or willful misconduct of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that PROVIDER shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement,

insurance coverage placed with insurances approved to do business in California with an AM Best Rating of A-;VII or higher as follows:

1. Workers Compensation and Employer's Liability: PROVIDER shall maintain Workers' Compensation Insurance as required by California statutes and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident or disease. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
2. Commercial General Liability: PROVIDER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, and One Million Dollars (\$1,000,000) products and completed operations aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The general aggregate limit shall apply separately to the SERVICES (project or location) or the general aggregate limit shall be doubled. PROVIDER'S general liability policies shall allow and be endorsed primary and shall not seek contribution from the CITY'S coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Any failure to comply with reporting provisions of the policies by PROVIDER shall not affect coverage provided the CITY.

Coverage shall state PROVIDER insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Business Automobile Liability: PROVIDER shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than One Million Dollars (\$1,000,000) each accident. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. If the PROVIDER'S business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided.
4. Professional Liability Insurance: PROVIDER shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required of this agreement.
5. Cyber Liability Insurance: PROVIDER shall maintain Cyber Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information or personally identifiable information (PII), alteration

of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

- D. CITY'S Risk Manager is hereby authorized to modify the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Exeter, 100 N. C Street, Exeter, CA 93221." If a carrier will not provide the required notice of cancellation, the PROVIDER shall provide written notice to the City of a cancellation no later than ten (10) business days before cancellation.
- F. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the PROVIDER.
- G. Prior to commencing any work under this Agreement, PROVIDER shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. PROVIDER shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be PROVIDER's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. Subcontractors: PROVIDER must enter into a written and executed contract agreement with each of its subcontractors that provide materials, services, or perform work for the PROVIDER under this Agreement. The contract agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the subcontractor to comply with the insurance requirements required of the PROVIDER, including providing an additional insured endorsement for ongoing and, for construction work or services, for completed operations for equal risk level activities and operations as solely determined by the City. The City reserves the right to modify the insurance coverages and limits based on the nature of the risk or other special circumstances PROVIDER shall obtain certificates of insurance and policy endorsements from each of its subcontractors and provide a copy to City upon request.
- I. In addition to any other remedies CITY may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order PROVIDER to stop work under this Agreement and/or withhold any payment(s) which become due to PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof; or
3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for PROVIDER's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which PROVIDER may be held responsible for payments of damages to persons or property resulting from PROVIDER's or its subcontractor's performance of the work covered under this Agreement.

XIII. NON-DISCRIMINATION

PROVIDER and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, or any other classification protected by federal or state law, in the performance of this Agreement. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Asbestos and Hazardous Materials: In providing its services hereunder, PROVIDER shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the SERVICES. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the service location, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify PROVIDER, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to PROVIDER arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor PROVIDER shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the PROVIDER, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF EXETER
100 N. C Street
Exeter, CA 93221
Attention: CITY CLERK

PROVIDER
Attention: [NAME]
Phone: [NUMBER]
Email: [EMAIL]

- F. Jurisdiction/Venue/Waiver Of Removal: This Agreement is entered into and is to be performed in Tulare County, California. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The PROVIDER hereby expressly waives any right to remove any action

to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the PROVIDER as to those matters contained herein. In case of conflict between any of the terms and conditions of this Agreement and any PROVIDER proposal or attachment, the terms and conditions of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the PROVIDER.
- H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- M. Firearms Prohibited: Guns may not be carried by contractors /vendors/PROVIDERs while working on City of Exeter premises without the expressed written approval of a City of Exeter Department Head, or an exemption in the contract. If a contractor/vendor/PROVIDER is caught carrying a gun, without City permission, their contract will be terminated.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF EXETER

PROVIDER

Jason Ridenour, City Administrator

[NAME]

Approved as to Form

Julia Lew, City Attorney

Janie Rodriguez, SERVICES Manager

Attachments:

Exhibit "A": Scope of Work and
Schedule of Fees for Services

EXHIBIT 'A'
SCOPE OF WORK AND SCHEDULE OF FEES FOR SERVICES

APPENDIX 'B'

COST PROPOSAL FORM

Complete this Cost Proposal Form and include it with your proposal. All prices shall be stated in U.S. dollars and shall remain valid for a minimum of ninety (90) days following the proposal submission deadline.

Cost Item	Proposed Cost
One-Time Implementation	\$ _____
System configuration	\$ _____
Data Conversion and Migration	\$ _____
Data Validation and Testing	\$ _____
Initial Staff Training	\$ _____
Integrations and Interfaces	\$ _____
Annual Software Licensing	\$ _____
Annual Maintenance & Technical Support	\$ _____
Application Hosting	\$ _____
Go-Live and Transition Support	\$ _____
Optional Services (Itemize Separately)	\$ _____
TOTAL ONE-TIME COST	\$ _____
TOTAL ANNUAL RECURRING COST	\$ _____

Additional Information and Optional Services

Hourly rate for additional services: _____

Annual cost escalation (if applicable): _____

Other fees or charges: _____

Certification

I certify that the pricing contained in this Cost Proposal is true and correct and that I am authorized to submit this proposal on behalf of the firm.

Firm Name	_____
Authorized Representative	_____
Title	_____
Signature	_____
Date	_____

APPENDIX 'C'

MUNICIPAL CLIENT REFERENCES FORM

Provide information for at least three (3) California municipal government clients for whom your firm has provided comparable municipal financial management system software, application hosting, implementation and technology services or an integrated financial management/Enterprise Resource Planning (ERP) system within the past five (5) years.

Reference 1

Agency Name	
Population Served	
Contract Amount	
Project Completion Date	
Contact Name	
Contact Title	
Phone Number	
Email Address	

Reference 2

Agency Name	
Population Served	
Contract Amount	
Project Completion Date	
Contact Name	
Contact Title	
Phone Number	
Email Address	

Reference 3

Agency Name	
Population Served	
Contract Amount	
Project Completion Date	
Contact Name	
Contact Title	
Phone Number	
Email Address	

Certification

I certify that the information provided above is true and complete.

Firm Name	_____
Authorized Representative	_____
Title	_____
Signature	_____
Date	_____