

CITY OF TRACY
REQUEST FOR PROPOSALS (RFP)
COMMUNITY SUPPORTS QUALITY OVERSIGHT AND OPERATIONAL
COMPLIANCE CONSULTANT

RFP Deadline:
Thursday, March 26, 2026, 5:00 PM (PT)



City of Tracy
393 Civic Center Plaza
Tracy, CA 95376

Contact for Questions:

All inquiries and/or questions shall be submitted in writing to
Virginia Carney, Homeless Services Manager, at virginia.carney@cityoftracy.org
or (209) 831-6119, no later than
5:00 p.m. on March 12, 2026

Download the RFP: www.cityoftracy.org/government/rfp-notices
Temporary Emergency Housing Facility webpage: www.cityoftracy.org/EmergencyHousing

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**CITY OF TRACY
REQUEST FOR PROPOSALS (RFP) FOR
COMMUNITY SUPPORTS QUALITY OVERSIGHT AND OPERATIONAL COMPLIANCE CONSULTANT**

Proposal Deadline Thursday, March 26, 2026 by 5:00 PM (PT)

I. BACKGROUND

The City of Tracy administers CalAIM Community Supports (CS) programs that provide Recuperative Care (Medical Respite), Short-Term Post-Hospitalization Housing (STPHH), and Housing Navigation and Tenancy Supports to individuals experiencing homelessness or housing instability. These services are delivered in coordination with Medi-Cal Managed Care Plans (MCPs), hospitals, Enhanced Care Management (ECM) providers, and community-based organizations.

Given the clinical, regulatory, and fiscal complexity of Community Supports under CalAIM, the City requires dedicated quality oversight and operational compliance capacity to ensure services delivered by the City-contracted consultants are fully aligned with the DHCS Community Supports Policy Guide (Vol. 2), MCP contractual requirements, and City performance expectations.

The City is therefore seeking a qualified Community Supports Quality Oversight and Operational Compliance Consultant to provide independent program monitoring, service authorization support, claims and billing quality assurance, data analytics, and continuous quality improvement for Recuperative Care, STPHH, and Housing Navigation services provided by the City-contracted consultant.

II. PURPOSE OF THE RFP

The purpose of this RFP is to solicit proposals from qualified individual(s) or organizations to provide independent quality improvement, compliance oversight, and operational support for the City of Tracy's CalAIM Community Supports programs, including but not limited to:

- Recuperative Care (Medical Respite)
- Short-Term Post-Hospitalization Housing (STPHH)
- Housing Transition Navigation Services

The Consultant will conduct oversight of the consultants to ensure that all services delivered meet the required standards and fully align with the California Department of Health Care Services (DHCS) Community Supports Policy Guide and Medi-Cal Managed Care Plan (MCP) contractual requirements. This oversight will help the City remain compliant with all regulatory and contractual obligations, while allowing Community Supports service consultants to focus on direct service delivery.

III. SCOPE OF SERVICES

The Consultant shall provide the following services, at a minimum:

A. Program Quality Oversight & Compliance

- Ensure compliance with DHCS Community Supports Policy Guide (Vol. 2) and MCP requirements across Recuperative Care, STPHH, and Housing Navigation.
- Monitor adherence to standards related to:
 - Eligibility and medical necessity
 - Care coordination and discharge planning
 - Documentation, encounter data, and timeliness requirements
 - Member rights, grievances, appeals, and cultural and linguistic access

- Conduct routine quality assurance activities, including:
 - Chart and documentation audits
 - Care plan and assessment reviews
 - Length of stay (LOS) monitoring
- B. Service Authorization & Care Coordination Support
- Serve as a primary point of contact for MCP service authorization processes.
 - Support accurate and timely submission of initial authorizations and extensions.
 - Track approvals, denials, modifications, and service timelines.
 - Coordinate with hospitals, discharge planners, ECM providers, and Community Supports partners to support appropriate referrals and transitions of care.
- C. Claims Management, Billing Quality & Revenue Optimization
- Oversee claims workflows to ensure accuracy and completeness, including:
 - Coding and documentation validation
 - Daily census and service day reconciliation
 - Track claims submission, adjudication, denials, and payments across MCPs.
 - Investigate and resolve billing discrepancies and denials in coordination with MCPs and City staff.
 - Develop and maintain standard operating procedures (SOPs) for claims submission, billing, and reconciliation processes.
- D. Data Analytics, Reporting & Performance Monitoring
- Collect, analyze, and report key performance indicators (KPIs), including but not limited to:
 - Admissions, length of stay, and discharges
 - Readmissions to hospitals or higher levels of care
 - Housing placements and exits
 - Linkages to ECM and other Community Supports
 - Produce monthly, quarterly, and annual reports for City leadership, MCPs, and other stakeholders.
 - Develop dashboards and data visualizations to support operational and strategic decision-making.
 - Monitor subcontracted provider performance against contractual and policy requirements.
- E. Stakeholder Engagement & Systems Integration
- Serve as a liaison with Medi-Cal Managed Care Plans, hospitals, ECM providers, and Community Supports service consultants.
 - Support integration of Recuperative Care, STPHH, and Housing Navigation services with broader health care and homelessness response systems.
- F. Continuous Quality Improvement
- Identify workflow inefficiencies and system barriers related to authorization, billing, documentation, and care transitions.
 - Recommend and support implementation of process improvements that enhance compliance, service quality, and financial performance.

G. Policy, Documentation & Training

- Monitor DHCS and MCP policy updates and ensure timely translation into operational guidance.
- Maintain and update SOPs related to eligibility, documentation, billing, grievances, appeals, and critical incidents.
- Provide technical assistance and training to City staff and Community Supports consultants, as requested.

Definitions

Application: A formal application submitted in response to this solicitation.

Applicant: Proposer applying to be awarded a contract with the City.

City: The City of Tracy, a State of California municipal corporation that is issuing this RFP.

Contractor/Consultant: Proposer whose application has been accepted by the City and is awarded a fully executed, written agreement to provide the services specified therein.

Community Supports: Defined by the California Department of Health Care Services, services that address health related social needs and are offered in place of traditional medical services when they can achieve equal or better health outcomes. For the purposes of this RFP, Community Supports are those services related to housing support such as Recuperative Care, Short-Term Post Hospital Housing and Housing Navigation.

Proposer: Private entity or non-profit organization submitting a proposal for consideration under this RFP.

Pre-requisites

- Proposals will only be considered from organizations that meet the following prerequisites:
 - Be a qualified private or public nonprofit organization with demonstrated experience:
 - with service authorization and utilization management of Community Support services
 - understanding of claims processing and Medi-Cal billing workflows, and
 - performance reporting
 - Have a minimum of three (3) consecutive years of successfully managing and operating Community Supports services
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Current registration with the California Secretary of State, Department of Industrial Relations, and other required agencies as the City deems necessary.
- The qualified consultant shall be able to fulfil all the requirements as outlined in the Scope of Services in compliance with DHCS Community Supports Policy Guides.

Updated Key Dates – tentative timeline

RFP Release Date	February 26, 2026
RFP Pre-Proposal Meeting	March 5, 2026, 6:00 PM PT
Deadline for RFP questions	March 12, 2026, 5:00 PM PT
Proposal Deadline	March 26, 2026, 5:00 PM PT
Interview Dates	April 9, 2026 to April 16, 2026
Anticipated THAC approval	TBD
Anticipated City Council Contract Award	May 19, 2026
Contract execution and related required documentation	Following City Council Approval
Anticipated City Council Contract Award	May 19, 2026
Anticipated Contract start date	June 1, 2026

*All dates and times are tentative and subject to change

Pre-proposal Information Session

Applicants are highly encouraged to attend the preproposal information meeting. The meeting will cover details of the RFP and proposed Scope of Services, information on the shelter, operational funding, and will provide opportunities for questions. The preproposal meeting details are as follows:

Date: Thursday, March 5, 2026

Time: 6:00 PM (PT)

Location: Tracy City Hall, Room 203, 393 Civic Center Plaza, Tracy, CA 95376

Virtual participation information: Microsoft Teams Meeting

Join: <https://teams.microsoft.com/meet/22672897673063?p=n4dWkL5jshRP7vEkr8>

Meeting ID: 226 728 976 730 63

Passcode: YS9Ci63a

Please RSVP by March 2, at 6:00 PM (PT) to Virginia Carney, Homeless Services Manager at virginia.carney@cityoftracy.org or (209) 831-6119.

City's Rights

The City's rights include, but are not limited to:

1. Issuing addenda to the RFP, including extending or revising the timeline for submittals
2. Withdrawing, re-issuing, or modifying the RFP
3. Requesting clarification and/or additional information from Applicants at any point in the process
4. Committing or offering funding to one or multiple Applicants
5. Executing an Agreement with an Applicant(s) based on the original and/or other submitted information during the procurement process.
6. Rejecting any or all proposals, waiving irregularities, accepting, or rejecting all or any part of any proposal, waiving any requirements of the RFP, as may be deemed in the best interest of the City by the City Manager.

Applicant's Responsibilities

It is the responsibility of each qualified Applicant(s) to:

1. Examine this RFP thoroughly, including all exhibits and attachments.
2. Become familiar with local conditions that may affect cost, performance, or services.
3. Utilize mail, fax, email, or other delivery mechanisms at its own risk, and the City shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.

Consequence of Submission of Proposal

The submission of a proposal shall not be deemed as an agreement between the qualified applicant(s) and the City. The proposal is an offer by the qualified Applicant(s) to perform services in accordance with the proposal. Specifically, the following provisions apply:

1. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
2. Any agreement shall not be binding or valid against the City unless and until it is executed by the City and the selected Applicant, and the Applicant's insurance, and/or other surety guarantee have been accepted by the City.

The proposals received shall become the exclusive property of the City. ***ALL DOCUMENTS SUBMITTED IN RESPONSE TO THE RFP ARE CONSIDERED PUBLIC RECORDS AND WILL BE MADE AVAILABLE TO THE PUBLIC UPON REQUEST***, unless exempt from disclosure under the Public Records Act or other applicable law. Please do not include confidential information or information that may violate the privacy or intellectual property rights of a third party.

Cost of Submitting Proposals

The cost of preparing and submitting a proposal is the sole responsibility of the qualified Applicant (s) and shall not be chargeable in any manner to the City. The City will not reimburse any qualified Applicant(s) for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, or participating in an interview.

City Contact

For questions regarding this Request for Proposal, please contact Virginia Carney, Homeless Services Manager or (209) 831-6119. All questions should be submitted to the Parks, Recreation and Community Services Department by 5:00pm on Monday, March 12, 2026.

Eligible Applicants

Private and/or non-profit (including faith-based) organizations are eligible to apply. Must possess Experience working with vulnerable populations and/or those experiencing homelessness is required.

Please note: No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

Period of Performance

The anticipated term of the Agreement shall commence upon full execution of the contract by both parties, and shall continue through December 31, 2026, unless terminated earlier in accordance with the terms and conditions of the Agreement.

The Period of Performance is established to align with funding timelines and expanded requirements associated with grant funds awarded by California Department of Health Care Services (DHCS). All services and deliverables and invoicing must comply with applicable DHCS grant requirements funding availability and extended deadlines. Because this project is funded through state grant funds administered by DHCS, the terms of Agreement, scope of services, and funding amount may be modified as necessary

to remain consistent with any updates, extensions, and reductions, reallocations or other directives issued by DHCS. The City reserves the right to amend the Agreement to reflect any changes subject to applicable laws and procurement requirements.

Continuation of the Agreement is contingent upon the availability of grant funds and continued authorization by DHCS. No services shall extend beyond the authorized funding period.

GENERAL TERMS AND CONDITIONS

The selected Qualified Applicant(s) will be required to execute a Professional Services Agreement (“Agreement”) with the City of Tracy. A sample agreement is included as Attachment C. The successful organization must meet all insurance requirements outlined in the Professional Services Agreement. All terms and conditions of the Agreement are non-negotiable. Organizations must possess a valid City of Tracy Business License throughout the term of the contract.

IV. REVIEW OF PROPOSAL & SELECTION PROCESS

A panel of City staff will review all proposals submitted that meet the RFP requirements. Proposals that are deemed to be substantially incomplete by the panel may be rejected. Proposals will be evaluated based on the Qualified consultant(s) and Selection Criteria under Section IV below.

Proposal Evaluation Criteria

Applicants that submit a proposal will be reviewed based upon the following criteria:

CATEGORY	POINTS
Past and current organizational experience in providing homeless services to the community. Including but not limited to adequacy of staffing and qualifications of key personnel a. Program Quality Oversight and Compliance b. Service Authorization & Care Coordination Support c. Claims Management, Billing Quality & Revenue Optimization d. Data Analytics, Reporting & Performance Monitoring e. Stakeholder Engagement & Systems Integration f. Continuous Quality Improvement g. Policy, Documentation & Training	50
Applicant’s organization readiness to support quality oversight and operational compliance related to meeting DHCS and MCP requirements.	20
Proposed budget including the provision of appropriate documentation on expenses	20
Completeness, accuracy, and quality of proposal	10
Total Points Possible	100 points

After proposals have been evaluated, the highest-ranking Applicants may be invited to participate in an interview with the City. If deemed necessary by the evaluation panel, interviews and on-site presentations will be conducted. Dates and times will be coordinated at that time after the evaluation of responsive proposals is complete and the highest-ranking candidates are determined.

The selected Applicants shall then enter into exclusive negotiations with the City to formalize the Scope of Services and compensation within the agreement. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that organization and begin negotiations with the next organization which best meets the needs of the City, and so on until the City and the Qualified consultant(s) reach an agreement. The City intends to select a Qualified consultant that offers the best value and services based on the criteria outlined in the RFP.

V. PROPOSAL PROCESS

Proposal Submission Format and Submittal

Applicants must submit material in the following format. See Section VI below, Submittal Requirements, for specific material to be included in proposal application:

- Hard Copies: One (1) original and four (4) copies of complete proposal; **OR**
- Electronic Copies: All proposal material must also be submitted electronically to Flor Robles, Administrative Technician – Homeless Services Division at: flor.robles@cityoftracy.org Please call and confirm receipt of received application at (209) 831-6123.
- **Proposals must be received by 5:00 P.M. on Thursday, March 26, 2026.**

The City is not responsible for proposal packets delivered late. It is the responsibility of the Qualified consultant(s) to ensure the proposal is submitted by the designated due date and time.

All proposals will be time stamped upon submission to:

**City of Tracy
Parks, Recreation and Community Services
ATTN: Virginia Carney, Homeless Services Manager
393 Civic Center Plaza, 1st Floor
Tracy, CA 95376**

VI. SUBMITTAL REQUIREMENTS

Application Content

Applicants are to complete the application form provided in Attachment A. In addition to the completed application, the following attachments are required:

- If Qualified consultant(s) is a nonprofit organization, proof of non-profit status is required and can be submitted via a determination letter from State Franchise Tax Board or Federal Internal Revenue Service confirming nonprofit status.
- Copy of organization's recent audited financial statement.
- Copy of organization's most recent balance sheet.
- Copy of organizational chart including key staffing for the shelter.
- Copy of key personnel resumes

- Copy of most recent Federal Form 990
- Letters of endorsement from qualified consultant partners or contracted agencies.
- For questions requiring a narrative response, use the following format:
 - Page size 8.5" x 11"
 - 1" margins on all sides
 - 12-point font (Calibri or Arial)
 - Number pages
 - Label responses to the corresponding question
 - Limit responses to 450 words or less

Applications shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the application but should assist the Qualified consultant(s) in preparing a thorough response. **All attachments must be submitted with the application. Incomplete proposals will not be considered.**

VII. CONTRACT TERMS

See sample City of Tracy, Professional Services Agreement (Attachment C).

Execution of Agreement

No Agreement shall be binding upon the City until all documents are fully executed by the Qualified consultant(s) and the City.

Failure to Execute Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Qualified consultant(s) refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Applicant.

Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.



CITY OF TRACY

REQUEST FOR PROPOSAL APPLICATION

COMMUNITY SUPPORTS QUALITY OVERSIGHT AND OPERATIONAL COMPLIANCE CONSULTANT

Qualified consultant(s) Information

1. Name of Entity or Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

2. Mailing Address (if different from above): _____

3. Executive Director/CEO: _____ E-mail: _____

4. Telephone Number: _____ Fax Number: _____

5. Contact Person: _____ E-mail: _____

Qualifications

Please select the category that best represents your organization:

Non-Profit Organization Community Development Housing Organization

Public Agency For-Profit Organization

Faith-Based Organization (Generally, a faith-based organization was founded or is inspired by faith or religion. Such organizations often choose to demonstrate that faith by carrying out one or more activities that assist people who are less fortunate.)

1. Describe the history and mission of your organization, specifically the types of services/activities/projects that your organization provides as they relate to benefiting homeless individuals.

2. Number of year's organization has been in business: _____

3. Number of year's organization has operated as a 501 (c) (3) (if applicable): _____

4. Federal Tax ID Number: _____

5. Has this organization operated under another name? () Yes () No

If yes, list all previous names: _____

6. Number of year's organization has conducted the program for which services are being requested:

7. Describe your organization's history and experience in providing services to the homeless community.

8. Describe the organization's outreach and service delivery methods.

Proposal Narrative

1. Provide a concise description of the services being proposed (work to be performed; project to be undertaken; expected outcomes to be achieved).
2. Is this project a collaboration (yes/ no)? If yes, please identify the lead agency and list of partnering entities. Provide letters of intent from each participating agency specifying the agency's role or contribution to the project.
3. Provide a high-level summary of your methodology for performing the scope of services listed in the RFP.
4. Specify the tasks and activities to be undertaken to accomplish the objectives and explain how the activities will be implemented.
5. Provide a workplan for each identified activity with the following activities, key personnel, start and end dates, with anticipated outcomes and evaluation methodology (e.g. monthly utilization report, etc.).
6. How will your organization attempt to meet the goal of length stay of 90 days or less and connect clients to permanent housing?

Staffing Plan and Staffing Qualifications

1. Attach your organizational chart, including board of directors, officers, and staff.
2. Attach resumes for staff members associated with the proposed program.

References

Provide three (3) references that can speak to your organization's ability perform as a Community Supports Quality Oversight and Operational Compliance Consultant.

Name: _____ Title (if applicable): _____
Relationship: _____
Telephone Number: _____ Email: _____

Name: _____ Title (if applicable): _____
Relationship: _____
Telephone Number: _____ Email: _____

Name: _____ Title (if applicable): _____
Relationship: _____
Telephone Number: _____ Email: _____

Disclaimer and Signature

I hereby certify that I have read this application and the exhibits thereto, and know the contents thereof, and that the statement therein is true, and that I have been authorized by the governing board of the organization I represent to submit this application.

Non-collusion: This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Authorized Representative Signature

Date

Printed Name and Title

<u>Workplan</u>	Scope of Service Activities	Lead Personnel	Start Date	End Date	Outcome	Evaluation Methodology
1.						
2.						
3.						
4.						

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
[Name of Entity], [Type of Entity]

This Professional Services Agreement (“Agreement”) is entered into between the City of Tracy, a municipal corporation (“City”), and [Name of Entity], a [Type of Entity] (“Consultant”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain the professional services of Consultant to [Describe nature of Scope of Services] as further described herein and in Exhibit A.
- B. On [DATE], the City [CHOOSE APPLICABLE issued a Request for Proposals (RFP)/solicited informal proposals for bids from at least three prospective contractors] for the Scope of Services defined below. On [DATE], Consultant submitted its proposal for the Scope of Services to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City’s needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Services defined below.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant’s professional services as set forth in this Agreement.
- D. This Agreement was approved on [DATE] pursuant to Tracy Municipal Code Section _____, [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

- 1. **Scope of Services.** Consultant shall perform the professional services, tasks, and Scope of Services described in Exhibit A attached hereto and incorporated herein by this reference (“Scope of Services”). The Scope of Services shall be performed by, or under the direct supervision of, Consultant’s “Authorized Representative”: [list name(s) and title(s)]. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any sub qualified consultant(s) or subconsultant, without the City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such sub qualified consultant(s) or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Services. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Services as described in Exhibit A.
- 2. **Time of Performance.** Time is of the essence in the performance of the Scope of Services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Services no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by

Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Services shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Services until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on [DATE] and expire and terminate automatically on [DATE] or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of [Number] year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis for Scope of Services performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$[Dollar Figure] [Amount Number Spelled out] Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Services. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Services requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability, or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Services.

3.2.1 If Consultant is providing the Scope of Services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Services.

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

3.4 Final Payment. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services or performance of the Scope of Services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent qualified consultant(s) and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS),

Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of the Scope of Services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

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

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

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

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

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

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

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

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Services, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Qualified consultant(s) Status. Consultant is an independent qualified consultant(s) and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To the City:
City of Tracy
Attn: [Name], [Title]
393 Civic Center Plaza
Tracy, CA 95376

To Consultant:
[Name of Entity]
Attn: [Name, Title]
[Address]
[Address]

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

12. General Provisions.

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

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or qualified consultant(s) for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

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

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

12.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

12.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[Signature Page to Follow]

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

[Name of Entity], [Type of Entity]

By: _____
[Name]
Title: _____
Date: _____

By: _____
[Name]
Title: _____
Date: _____

Attest:

, City Clerk

Federal Employer Tax ID No. _____

Approved as to form:

City Attorney

By: _____
[Name]
Title: _____
Date: _____

- Exhibits:
A Scope of Services
B Compensation

EXHIBIT A - Scope of Services

[Scope should address 1) who does the work (i.e. names of personnel performing work), if this is important, 2) the work or tasks to be performed; and 3) deadlines for work, if any]

EXHIBIT B - Compensation

[If billing rate sheet includes an escalator clause or states that rates are effective to a certain date –then amend Section 3 to include escalator language]