REQUEST FOR PROPOSALS
RFP 11-04

Citizen Request Management / 311 System

Proposal Mailing Date
March 17, 2011

Pre-Proposal Teleconference
March 22, 2011
(See Page No. 6 for Instructions)

Proposal Submittal Due Date
April 11, 2011
at 2:00 p.m.

To
Jennifer Myles, Senior Buyer
City of Santa Rosa – Purchasing Office
635 1st Street, Second Floor
Santa Rosa, CA 95404
707-543-3709 Voice
707-528-3703 Fax
REQUEST FOR PROPOSALS  
RFP 11-04  

CITIZEN REQUEST MANAGEMENT / 311 SYSTEM

The City of Santa Rosa Information Technology Department desires to solicit proposals from qualified vendors for the purchase and implementation of a Citizen Request Management / 311 System in accordance with this Request for Proposals. Award resulting from this RFP is expected to result in a firm fixed price contract with a 5 year maintenance agreement.

CURRENT WORKING SYSTEM

Background and Summary

The City is implementing a strategy to replace its legacy web and phone-based citizen-facing service request systems. Explorations of current internally-developed systems indicate that the functionality in them is not robust enough to meet the City’s needs; therefore, a best of breed Citizen Request Management (CRM) / 311 System is being sought.

Problem Scenario

The City would like to implement a CRM/311 System that provides citizen-facing Smartphone, web, and phone-based FAQs. The system should also function as a 311 system, serving as a central repository for City-based information such as reporting problems, requesting information and providing information to FAQs.

SCOPE OF WORK

The successful CONTRACTOR will provide a centralized CRM/311 System, complete in all respects, to the City of Santa Rosa Information Technology Department, 90 Santa Rosa Avenue, Santa Rosa, CA 95404. The CRM/311 system will provide capabilities at customer service counters and back office field service management locations. It will also provide a citizen-facing web and Smartphone-based interface.

The system will be configured to meet City business requirements. The solution will include onsite installation and configuration, start-up services, assistance with and development of custom interface integration, onsite training of City staff on use and maintenance of the system, as well as ongoing technical and service support. All software is subject to final acceptance testing by the City. The Contractor will also offer custom programming services (if needed). The City intends to initially contract for 5 years of maintenance, with the option to renew the maintenance for up to 10 years.

Goals and Objectives

The following Goals and Objectives have been identified for this project:

- Implement a solution that can easily be configured and maintained by City personnel, without requiring vendor interaction or significant custom development.
- Replace the existing legacy service request systems with a commercial off-the-shelf or easily customizable application that runs on up-to-date technology.
- Implement a solution that is easy to use
- Implement a solution that shares and exchanges service request data with the City’s Hansen work order management system.
- Implement a solution that is stable and quickly gains user adoption.
- Establish an end-user training program to allow new internal users the ability to quickly learn the new system.
- Optimize current processes with regards to CRM and 311.

PROPOSAL PROCESS

Proposals will consist of technical and cost proposals, vendor qualifications/experience, and references. One original and 6 copies of the complete proposal (technical and cost proposal, qualifications, and references) are required. The original proposal must be clearly marked by “tabbed sections” and contain original signatures and must be easily reproducible on a standard copying machine. Proposals shall not exceed 20 pages. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The technical portion of the proposals will be weighted more heavily than the cost portion of the proposals.

Technical Proposals

Proposals without sufficient submittal data to provide a complete evaluation will not be considered. Proposals must fully address the evaluation factors, complete technical submittal, references and data to verify qualifications and experience. It is anticipated that the form of award will be a firm fixed price contract. Attachment “A” is the City’s sample for our standard agreement, and Attachment “1” lists the City’s Insurance Requirements. Include a statement that your firm can or cannot accept the City’s standard agreement and insurance requirements, and list any exceptions to these provisions. Those submitting proposals are strongly encouraged to accept these documents “as is”. An evaluation criteria includes the willingness to accept these documents “as is”, and proposals will be scored accordingly. Failure to provide the previously mentioned data may be sufficient reason to consider the proposal submitted as non-responsive.

At a minimum, Technical Proposals should address the below elements and “Tabbed” as requested below with a table of contents provided at the front of proposal.

Tab 1 – Technical

- Complete illustrative and technical descriptive data for the proposed system, including hardware requirements and any additional third-party software needs.

Tab 2 – Capability & Experience

- Capability to provide a centralized CRM / 311 system:
  - How long has your firm provided this software?
o What are your firm’s technical capabilities to implement and support the system?
o Describe your firm’s experience interfacing your solution to other systems, including Hansen work order / asset management.

o Describe your firm’s experience with providing centralized CRM / 311 systems to California agencies.

o Offers will be accepted only from CONTRACTOR’S who are qualified to provide the equipment and services requested herein. A statement of qualification of the firm and a description of the company history and financial capability is required. If known, proposers will provide their Dun & Bradstreet number

Tab 3 – Implementation/Methodology

- Vendor Services Provided
  o Describe the implementation methodology your firm uses to install and configure your solution.
  o What are your firm’s capabilities to customize features of your system to meet the needs of the City?
  o What services do you expect the City to provide that are not included in the “standard” installation (e.g. hardware installation, network configuration, etc.).
  o What is the standard warranty and support period and terms for the software?
  o Are maintenance contracts offered post-warranty for software and what does it cover?
  o Is there a toll-free technical support number?
  o Do you offer web-based support?
  o What are the hours for telephone and e-mail technical support?
  o What are typical response times for 1) telephone technical support, 2) e-mail technical support, 3) on site technical support?
  o Describe initial onsite training your firm will provide post-award. Describe different levels of training, how long each training session takes and the number of people to be trained in each session.
  o Provide your post award implementation plan for the proposed software including milestones for delivery, installation, and integration with existing systems, on-site user and administrator training, start-up and acceptance testing. NOTE: The earliest possible delivery and installation lead-time is desired.

Tab 4- Software Functionality

The new centralized CRM / 311 Software System must:

o Employ a fully relational database that allows data to be manipulated, linked, and queried

o Easily perform activities with context-sensitive menus

o Provide a citizen-facing web and Smartphone interface

o Provide an internal interface for employees and elected officials to manage FAQs, view
service requests and/or update citizen request records.

- Provide a roadmap to enable interfacing with the Hansen Asset Management and Work Order system currently installed in the City.

**Tab 5 - Cost Proposals**

Prices quoted shall remain firm for a period of 90 days, and include the cost of any accessories and hardware which are necessary and/or optional, additional training that maybe available, installation, start-up, training, delivery f.o.b. destination, freight pre-paid by the CONTRACTOR to the job site and project lead time after receipt of order.

Cost proposals shall be submitted as a tabbed section with the original and each copy of the CONTRACTOR’s offer addressing all proposed items in detail. A 9.50% sales tax must be applied and itemized only where applicable. On-line delivery of software is highly desirable. At minimum, cost proposals shall address the following items:

- All software licenses. Include a pricing proposal for 30 user licenses for centralized Citizen Request Management (CRM) / 311 System software.
- System user and administrator operations manuals and documentation.
- Five year maintenance and support on all central CRM /311 system software provided by CONTRACTOR including labor, technical and software support including help desk support and version upgrades.
- An additional 10 year maintenance renewal program for consideration after the initial 5 year agreement.
- Installation, systems integration and implementation services performed on-site.
- A cost breakdown of any additional custom development work anticipated in order to meet the City’s specified requirements (if functionality is not part of the standard solution).
- Minimum three-days of on-site training for system users and administrators by the CONTRACTOR’s Applications Specialists, including all associated expenses for travel and training materials. City will provide a facility for the training sessions which can accommodate up to 12 students.

**Tab 6 - References**

Provide a list of at least five (5) references for which your firm has provided similar product and services in similar quantities. References are to include Firm Name, Address, Contact, Title, and Phone Number. California users are desirable.
EVALUATION OF PROPOSALS AND NEGOTIATIONS

A panel of City of Santa Rosa staff will review all proposals submitted and select the top proposals. These top CONTRACTOR’S may then be asked to provide additional information to the evaluation panel. The City may request Best and Final offers based upon improved understanding of the offers or changed scope of work. Based on the initial proposals, and Best and Final offers, if requested, the panel will select the proposal which best fulfills the requirements and is the best value to the City. The City will negotiate with that vendor to determine final pricing, and contract form. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of bids. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

Evaluation of the proposals is expected to be completed within 60 days after their receipt. The lowest price proposal will not necessarily be selected, and technical proposals will be weighed more heavily than costs to insure that the City is procuring best value versus lowest price.

The criteria upon which the evaluation of the proposals will be based are as follows:

- Overall responsiveness to the Request for Proposal. Proposals must be neat, complete, and fully address technical, cost, vendor qualification, reference, and evaluation concerns.
- CONTRACTOR’s capability and experience with providing and implementing a fully functional central CRM / 311 system that is fit for the City’s intended purpose.
- Responses to Technical Proposal questions and willingness to accept the City’s standard agreement and insurance requirements “as is”.
- Functionality, performance and ease of use of software and interfaces including databases, PC and network hosted applications software and databases, system reports, data upload, system maintenance procedures and vendors ability to customize the software to suit City work processes and preferences.
- Services warranty and support offered by the CONTRACTOR, both during the post award implementation phase and after the system has been accepted by the City.
- Cost.
- References.

All proposals, offers and counter-offers, prior to contract negotiation, will be extended through the City of Santa Rosa Purchasing Agent. Contract negotiations will be conducted by the Purchasing Agent or another party as noticed by the Purchasing Agent. Award will be by the City Manager or City Council. No other officer or agents may obligate or bind the City. CONTRACTOR’s will designate, by name, the representative who will receive offers and counter-offers. The person named will be an authorized agent of the CONTRACTOR who will be able to conduct negotiations or written offers in good faith.
**ESTIMATED SCHEDULE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>March 17, 2011</td>
<td>Proposal Mailing Date</td>
</tr>
<tr>
<td>March 22, 2011</td>
<td>Pre-Proposal Teleconference</td>
</tr>
<tr>
<td>March 28, 2011</td>
<td>Final Request for Information Due</td>
</tr>
<tr>
<td>April 11, 2011</td>
<td>Proposals Due</td>
</tr>
<tr>
<td>Week of April 11, 2011</td>
<td>Evaluation of Proposals</td>
</tr>
<tr>
<td>Week of April 18, 2011</td>
<td>Vendor Presentations (If required)</td>
</tr>
<tr>
<td>May 31, 2011</td>
<td>Award by City Council</td>
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</table>

**Note:** This is an estimated schedule only and can be subject to change throughout the course of the process.

**PRE-PROPOSAL TELECONFERENCE**

The City will conduct a one-time pre-proposal teleconference on March 22, 2011 at 3:00 p.m. The purpose of the conference call will be for interested parties to address questions to a panel of City staff regarding the City’s technical requirements and RFP terms and conditions. Any remaining questions not asked before or during the pre-proposal teleconference must be asked no later than **March 28, 2011 by 2:00 p.m.** Please submit your questions in advance via E-mail to Eric McHenry: emchenry@srcity.org with a cc: to Jennifer Myles at jmyles@srcity.org All answers will be posted on the City’s website no later than March 31, 2011.

**Toll Free Dial-In Number: 1-888-242-1836**

Enter Participant Code 1322784

The teleconference will be limited to a maximum of 60 minutes.

**VENDOR INQUIRIES**

For information concerning RFP procedures and regulations (i.e., submission deadline, forms required, etc.) interested parties may contact:

Jennifer Myles, Senior Buyer
City of Santa Rosa
635 1st Street, Second Floor
Santa Rosa, CA  95404
(707) 543-3709 Voice
(707) 528-3703 Fax
E-mail: jmyles@srcity.org
GENERAL PROVISIONS

**Proposals**

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

This Request for Proposals shall result in a firm, fixed price contract to purchase.

In case of default by the vendor, the City of Santa Rosa may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Santa Rosa. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal.

All proposals must be signed with the firm’s name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**Submission of Proposals**

Each proposal must be submitted on the prescribed form in a sealed envelope with a proposal number, closing date and time on the outside. Each proposal must be signed as indicated above.

Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Request for Proposals. The information requested and the manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive, and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Proposals shall be for the total net price including all applicable taxes and charges, delivered F.O.B., City of Santa Rosa.

Proposals and modifications or corrections thereof received after the closing time specified will not be considered.

No telegraphic, telephone or facsimile of proposals will be accepted. If a photo copy is to be submitted, it must be signed in original, in ink.

If you do not bid, return this Request for Proposals and state reason, otherwise your name may be removed from our mailing list.
Local Vendor Preference

A one percent (1%) preference shall be granted to local CONTRACTOR’s. A local CONTRACTOR is defined as a business entity with its principal place of business located within the city limits of the City of Santa Rosa. To qualify for the preference, local CONTRACTOR’s must submit proof of the address of its principal place of business and a copy of their current City Business Tax Certificate. Proof of address is normally the address to which Purchase Orders or contracts and payments will be sent. Copies of current City Business Tax Certificate must be submitted with each proposal for which a preference is claimed. The total amount of preference granted in a single proposal shall not exceed $5,000.00. Local preference only applies to the procurement of material, supplies, equipment, or services, and will not apply to proposals conducted cooperatively with other public agencies nor when prohibited by the terms of a Federal, State or private grant of funds.

Delivery Charges

Delivery charges to the City of Santa Rosa shall be listed as a separate line item.

Delivery

Failure by the successful seller to notify the City of Santa Rosa immediately of any delivery beyond the stated date or terms is cause for him to be held responsible for damages incurred as a result of an extended delivery time.

All equipment/material, spare parts and supplies shall be delivered F.O.B. destination, delivery charges prepaid and added, to the following location, unless otherwise indicated:

City of Santa Rosa
Information Technology Department
Attn: Eric McHenry
90 Santa Rosa Avenue
Santa Rosa, CA 95404
(707) 543-3097

Warranty

The seller shall state on the terms and conditions of the warranty being offered with their proposal.

It is understood by the sellers, and a condition of these specifications to which all sellers agree, that the City will not issue complete acceptance until the above warranty is furnished the City by means of filing with the City Purchasing Agent.

Material and Equipment Specified by Name

Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or acceptable equal", whether or not such words appear. The seller may offer material or equipment with equal or better qualities and performance in substitution for those specified which he considers would be in the City's interest to accept. No verbal offers for substitution will be acknowledged or considered from sellers, distributors, manufacturers or subCONTRACTOR’s. Any such offers shall be made in writing to the Purchasing Agent for his consideration with the submission
of the proposal and the seller shall include sufficient data which, together with any other data the City may require, will enable the City to assess the acceptability of the material or equipment. Such acceptance by the City shall not relieve the seller from full responsibility from the efficiency and quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

It should be understood that specifying a brand name, components and/or equipment in these specifications shall not relieve the seller from full responsibility to produce the products in accordance with the performance warranty and contractual requirements. The seller is responsible for notifying the City of any inappropriate brand name, component and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

Materials & Workmanship

Materials used shall be of new and recent manufacture and best quality.

Proposal Postponement and Amendment

The City of Santa Rosa reserves the right to revise or amend the specifications up to the time set for opening the proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective sellers. Prospective sellers are defined as those sellers listed on the City's Request for Proposals list for this material, or who have obtained proposal documents subsequent to the proposal advertisement. If the revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening proposals may be postponed by such number of days as in the opinion of the City shall enable sellers to revise their proposals. In any case, the proposal opening shall be at least five (5) working days after the last amendment, and the amendment shall include an announcement of the new date, if applicable, for the opening of proposals.

Single Proposal Response

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single Seller. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Proposal Withdrawal

After the proposals are opened, proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the Seller's authorized representative in person, or by written telegraphic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or telegraphic notices shall be received in the office indicated on the Designated Contact Page of the Required Data Forms in This Request for Proposals no later than the exact date/time for the proposal opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the bid opening shall be considered if such message is confirmed by a copy of the telegram.
Award

The City of Santa Rosa reserves the right to accept proposals, award proposals and/or not award proposals on individual items listed, on group items, or on the proposal as a whole; to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears from all consideration to be for the best interest of the City of Santa Rosa.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the equipment/material offered, and the reputation of the equipment/material in general use will also be considered with any other relevant factors. The Purchasing Agent shall be the sole judge in the determination of these matters.

Notice of proposal award, if proposal be awarded, will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible seller, whose proposal complies with all the requirements in the Request For Proposals. Receipt of the official Purchase Order of the City of Santa Rosa covering the supplies, materials, equipment or services as described in the Proposal will indicate the award of the proposal and a contract to purchase.

Contract Administration

Except as otherwise specifically provided in this Request For Proposals, and the resulting Purchase Contract or Purchase Order, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified.

Service may also be made by mail, by placing a notice, submittal or communication in an envelope with the proper first-class postage affixed thereto and addressed as indicated, and depositing said envelope in the United States mail (see Required Data Section).

Patents and Royalties

All costs involved in fees, royalties or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the supply of this material shall be paid by the seller. Should the seller, his agent or employees or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under the contract, the seller shall promptly substitute other articles, materials or appliances in lieu thereof equal finish, efficiency, quality, suitability and market value, and satisfactory in all respects to the City. Or in the event that the City elects, in lieu of such substitution, to have supplied and to retain and use any such inventions, articles, materials or plans as may be required to be supplied the seller shall pay such royalties and secure such valid licenses as may be requisite for the City, its officers, agents, and employees, or any of them to use such invention, article, materials or appliances without being disturbed or in any way interfered with by any proceeding in the law or equity on account thereof. Should the seller neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in the event the City shall have the right to make such substitution or the City may pay such royalties and secure such licenses and charge the seller even though final payment under the contract may have been made.
Federal and State Tax

Prices quoted shall not include Federal Excise Tax. California Sales Tax of nine and one-half percent (9.50%) will be paid in accordance with the contract payment schedule.

Legality

If any provisions of this Request for Proposals shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

California Law

This Request for Proposals shall be governed according to the laws of the State of California.

Proposal Contents

This proposal consists of the Request for Proposals, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.
ATTACHMENT “A”

CITIZEN REQUEST MANAGEMENT / 311 SYSTEM

Agreement No. ____

This Agreement is made as of ____________, between the City of Santa Rosa, a charter city ("CITY"), and ________________ ("CONTRACTOR") [type of entity].

RE C I T A L S

A. CITY desires to retain the CONTRACTOR to provide a central Citizen Request Management (CRM) / 311 System for the City of Santa Rosa.

B. CONTRACTOR represents to CITY that it is fully qualified to provide the above described services.

C. The parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services and have herein reduced such terms to writing.

A G R E E M E N T

NOW, THEREFORE, the CITY and CONTRACTOR do hereby agree as follows:

1. SCOPE OF SERVICE

Provide a central Citizen Request Management (CRM) / 311 system.

The above services and activities are described with particularity in the CITY’s Request for Proposals 08-62 dated October 28, 2008 and CONTRACTOR's proposal dated __________, 2011 all of which are attached hereto as Exhibits A and B (in order of precedence) which are incorporated by reference as though fully set forth herein. In case of any conflict between the terms of these documents, the terms of this Agreement shall control and prevail.

2. ENTIRE AGREEMENT: This Agreement consists of the following documents, in order of precedence, all which as hereby referenced are incorporated herein and made part of this Agreement, and shall be the entire agreement between parties:

   a. This Agreement (including Attachment One – Insurance Requirements);

   b. Exhibit A - CITY’s Request for Proposals 11-04, CRM/311, dated March 17, 2011 (“RFP”);

   c. Exhibit B - CONTRACTOR’s Proposal dated [day, month, year];
3. **TERM OF AGREEMENT**

CONTRACTOR shall begin work after receipt of a Notice to Proceed from CITY. CONTRACTOR shall thereupon work diligently, through [Date XX, xxxx] and continuously to provide all the required services and activities described herein. The term of this contract shall be for five years. CITY and CONTRACTOR may, upon mutual agreement of both parties, extend this Agreement for additional one year terms upon request.

4. **COMPENSATION**

   a. As compensation for all services of CONTRACTOR in performance of this Agreement, CITY shall pay CONTRACTOR as described in Exhibits A and B.

   b. Total maximum compensation to be paid hereunder for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of $________. The City Director of Finance is authorized to pay all proper claims from Charge Number ______.

5. **PAYMENT TO THE CONTRACTOR**

Payment will be made on a calendar-month basis in arrears. The CONTRACTOR shall submit the invoice to the City of Santa Rosa, Attn: Eric McHenry, City Hall Annex-IT, 100 Santa Rosa Avenue, Santa Rosa, CA. 95404. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the CONTRACTOR for the part month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for CONTRACTOR’s failure to include reference to Agreement (including Number) on the invoice and for failure to maintain current insurance information with the CITY in accordance with insurance requirements hereunder.

In connection with any cash discount specified in the RFP or CONTRACTOR’S Proposal, time will be computed from the date correct invoices are received in the City’s Accounts Payable Department. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

6. **NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

**CITY**

Jim Wright  
Purchasing Agent  
630 Third Street, 2nd Floor  
Santa Rosa, CA 95404  
Phone: (707) 543-3706  
Fax: (707) 543-3723

**CONTRACTOR**
7. **MODIFICATION**

This Agreement shall not be modified, except by written amendment, executed by all parties. Oral change orders are not permitted. No change in this Agreement shall be made unless the City of Santa Rosa gives its prior written approval. Any specification change not properly ordered by written modification to this Agreement executed by CITY shall be void at the sole option of the CITY and CONTRACTOR shall be liable for all costs or expenses arising therefrom and/or for satisfactorily correcting or replacing same.

8. **TERMINATION OF CONTRACT FOR DEFAULT**

If at any time 1) CONTRACTOR fails to conform to the requirements of this Agreement; 2) CONTRACTOR seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against CONTRACTOR which may interfere with the performance of this Agreement; or 4) CONTRACTOR has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of CITY within ten (10) days following the date a written notice thereof by CITY, then CITY shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by CITY arising out of CONTRACTOR's breach or default hereunder, and for CITY's enforcement of these rights, shall be the obligation of CONTRACTOR and may, at CITY's discretion, be deducted from any amounts that may then be owing to CONTRACTOR under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which CITY may be entitled.

9. **TERMINATION FOR CONVENIENCE**

   a. This Agreement may be terminated by either party by giving thirty (30) days notice to the other in writing of its intent to terminate the Agreement.

   b. Upon such termination, CONTRACTOR shall submit to the CITY an itemized statement of services performed to the date of termination.

10. **ASSIGNMENT AND SUBCONTRACTING**

The CONTRACTOR shall not assign or subcontract the work, or any part thereof, without the previous written consent of the CITY, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Agreement unless written consent of the CITY has been obtained. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the CITY, or persons acting for the CITY, by reason of any so-called assignment of this Agreement or any part thereof and CONTRACTOR hereby agrees to indemnify and hold CITY harmless against any and all such claims. In the event CONTRACTOR obtains the prior written consent of CITY to assign monies due or to become due under this Agreement, CONTRACTOR shall provide CITY a copy of the instrument of assignment duly executed by CONTRACTOR, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Upon notice and request by the CITY, CONTRACTOR shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. CONTRACTOR shall be fully responsible and accountable to the CITY for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that CONTRACTOR is for the acts and omissions of
persons directly employed by CONTRACTOR. Nothing contained in this Agreement shall create any contractual relation between any subcontract and the CITY.

CONTRACTOR shall not, without the consent of the CITY, either:

1) Substitute any person as subcontractor in place of the subcontractor designated in CONTRACTOR’s Proposal;

2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in CONTRACTOR’s Proposal; or

3) Sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the total proposal as to which the CONTRACTOR’s Proposal did not designate a subcontractor.

11. INDEMNIFY AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend and hold harmless CITY and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where same results from or arises out of the performance of this Agreement by CONTRACTOR, its officers, employees, agents, and sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of CITY, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents, under workers’ compensation acts, disability benefits acts or other employees’ benefits acts.

12. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, “Insurance Requirements”, which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by CONTRACTOR in exchange for the CITY’s agreement to make the payments prescribed hereunder. Failure by CONTRACTOR to (i) maintain or renew coverage, (ii) provide the CITY notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the CITY as a material breach of this Agreement by CONTRACTOR, whereas the CITY shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by CONTRACTOR to maintain required insurance coverage shall not excuse or alleviate CONTRACTOR from any of its other duties or obligations under this Agreement. In the event CONTRACTOR, with approval of the CITY pursuant to Section 11 above, retains or utilizes any subcontractors or sub-consultants in the provision of any services to the CITY under this Agreement, CONTRACTOR shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

13. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with CITY. CONTRACTOR is not to be considered an agent or employee of CITY and is not
entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

14. **LEGAL REQUIREMENTS AND PERMITS**

CONTRACTOR shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. It shall be the sole obligation hereunder of CONTRACTOR to obtain any and all licenses, permits and/or clearances necessary and appropriate for performance of the work. CONTRACTOR shall, if requested by CITY, provide certification and evidence of such compliance.

15. **RETENTION OF RECORDS**

CONTRACTOR shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to the CITY for inspection at the CITY's request for a period of not less than four (4) years.

16. **LEGALITY**

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. **CALIFORNIA LAW; VENUE**

This Agreement shall be governed according to the laws of the State of California. Because this Agreement is to be performed in the County of Sonoma, the parties hereto agree that the forum for the adjudication of any dispute regarding the Agreement or enforcement shall be brought exclusively and solely in Sonoma County, California.

18. **BINDING PARTIES**

The CITY and CONTRACTOR each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other parties respect of all promises and Agreements contained herein.

19. **WAIVER**

A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent default.

20. **AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

CONTRACTOR hereby represents and warrants to the CITY that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. CONTRACTOR
hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on CONTRACTOR in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

The City of Santa Rosa and contractors name have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF SANTA ROSA
A Charter City

By __________________________
Mayor

Attest: __________________________
City Clerk

APPROVED AS TO FORM:

________________________________
City Attorney

CONTRACTORS NAME
type of entity

By __________________________
Name __________________________
Title __________________________

By __________________________
Name __________________________
Title __________________________

Taxpayer ID# ________________
**Attachment One**

**Insurance Requirements**

Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best rating of no less that A-:VI or otherwise acceptable to the City.

A. **Commercial general liability** at least as broad as ISO CG 0001 (per occurrence) $1,000,000 (Must include operations and completed operations coverage) (aggregate)$2,000,000

B. **Business auto coverage** at least as broad as IC CA 0001 (per accident) $1,000,000

C. **Workers Compensation** 3

   **Employer’s Liability**  
   **Statutory**  
   **$1,000,000**

1 If insurance applies separately to this project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.

2 Auto liability insurance shall cover owned, non-owned and hired autos. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto coverage. If Contractor will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability insurance.

3 Sole Proprietors must provide representation of their exempt status. The Worker’s Compensation policy shall be endorsed with a waivert of subrogation in favor of the CITY for all work performed by the Consultant, its employees, agents and subCONTRACTOR’s.

**Endorsements:**

All policies shall contain or be endorsed to contain the following provisions:

- Coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the entity unless canceled for non-payment, then ten (10) days notice shall be given.

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

- For any claims related to this project, the Consultant’s insurance coverage shall be primary and any insurance or self-insurance maintained by the CITY shall be excess of the Consultant’s insurance and shall not contribute with it.

The City of Santa Rosa, its officers, agents, employees and volunteers are to be named as additional insured on a form equivalent to CG20 10 with an edition date prior to 2004.

**Other Insurance Provisions**

No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.

All insurance coverage amounts provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

Self-insured retentions and/or deductibles above $10,000 must be approved by the CITY. At the CITY’s option, the Consultant may be required to provide financial guarantees.

**Verification of Coverage and Certificates of Insurance**

Consultant shall furnish the CITY with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approve by the CITY before work commences and must be in effect for the duration of the contract. The CITY reserves the right to require complete copies of all required policies and endorsement.