CITY OF VISALIA
REQUEST FOR PROPOSAL
RFP #09-10-49

AGENDA MANAGEMENT SYSTEM

Submital: One (1) unbound original and four (4) copies must be received on or before:
11:00 a.m. on Friday, June 18, 2010

Addressed to: Purchasing Division
707 W. Acequia
Visalia, CA 93291

Mark envelope: RFP No. 09-10-49
AGENDA MANAGEMENT SYSTEM

Proposals received after the time and date stated above shall be returned unopened to the proposer.

INQUIRIES:

Direct questions for clarification of this bid document to Purchasing Division (559) 713-4334, or
Fax (559) 713-4802, or email purchasing@ci.visalia.ca.us. All questions must be received on or before
Thursday, June 10, 2010
SEALED PROPOSALS will be received by the Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until
11:00 A.M. on Friday, June 18, 2010 for the following:

AGENDA MANAGEMENT SYSTEM

The City of Visalia is requesting proposals for an automated web based solution to manage the process of creating items
for public meeting agendas, processing those items through a complex business process and recording minutes and
votes during the public meetings.

Contract documents may be inspected and obtained in the office of the Purchasing Division, 707 W. Acequia Ave.,
Visalia, California 93291 or by calling (559) 713-4334, or by FAX (559) 713-4802 or web site

This project is funded through a Federal Grant (Energy Efficiency & Conservation Block Grant) and is therefore subject to
federal requirements.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE)
will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the
basis of race, color, national origin, ancestry, handicap, gender, or religion in any consideration leading to the award of
contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of,
or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not
affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best
serves the interests of said City.

Publication Dates: May 18, 2010
May 24, 2010
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I. DEFINITIONS

For the purposes of RFP NO.09-10-49 the following terms shall have the meanings indicated:

1. “City” means the City of Visalia
2. “City Council” means the Council of the City of Visalia
3. “Bidder”, “Vendor”, “Supplier”, “Consultant”, “Contractor” and “Subrecipient” are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. “Bid” and “Proposal” are used interchangeably to mean an individual’s or entity’s offer in response to this Request for Proposal.
5. “RFP” means Request for Proposal No. 09-10-49

II. INTRODUCTION

A. Information

The City of Visalia is requesting proposals from qualified vendors to provide an automated web-based solution to manage the process of creating items for public meeting agendas, processing those items through a complex business process and recording minutes and votes during the public meetings. This RFP represents the best effort by the City of Visalia to define its existing and future requirements for a comprehensive agenda automation management system.

This Request for Proposal is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division, at (559) 713-4334 or via email at purchasing@ci.visalia.ca.us.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above mentioned persons.

B. Background

Visalia is located east of State Route 99 and along State Route 198. The City’s population is approximately 126,000. Its incorporated area covers approximately 26 square miles. The Visalia City Council holds its regular meeting sessions twice monthly and is seeking an automated agenda management system that will best suit the current needs of the City of Visalia as well as be expandable for other public meeting uses such as Planning Commission in the future. This RFP represents the best effort by the City of Visalia to define its existing and future requirements for a comprehensive agenda automation management system.

C. Purpose, Objective and Services to be provided.

The purpose of the RFP is to identify a vendor to provide an automated web based solution to manage the process of creating items for public meeting agendas, processing those items through a complex business process and recording minutes and votes during the public meetings.

It is important that the solution include a workflow which allows configuration of multiple workflows. In addition, our system administrator must be able to configure and manage workflows through a reasonably simple user interface. Workflows must support processes set at department levels as well as organizational workflows which drive items between departments (including a contract city attorney who operates off-site and not on the city server). Finally the system must allow for certain select users to override configured workflows as needed.

The solution should have a workflow with the ability to import documents not created in-house, and allow the submittal of all related electronic information for an agenda item.

The proposed solution shall be of an expandable, modular design to readily incorporate additional enhancements in the future. It should be developed, tested, and maintained using a high-quality software development methodology for long-term reliability and technical efficiency.

The goal of this RFP is to provide the City of Visalia with technology to manage the agenda process more efficiently and to automatically create a paperless agenda package for automatic distribution and to conduct paperless meetings. The
initial emphasis of this project is for agenda preparation for City Council meetings although it is desired in subsequent phases to offer the application for other public meetings such as Planning Commission and other Committees and Commissions.

C. RFP/Agreement Schedule

<table>
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<tr>
<th>Event</th>
<th>Date of Event</th>
</tr>
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<tr>
<td>RFP Available to the public</td>
<td>May 18, 2010</td>
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<tr>
<td>RFP due at 11:00am at 707 W Acequia</td>
<td>June 18, 2010</td>
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<tr>
<td>Short list established and vendors notified</td>
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<td>Interviews/Presentations with short-listed vendors (if required)</td>
<td>June 2010</td>
</tr>
<tr>
<td>Award of Contract @ City Council Meeting</td>
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</tr>
<tr>
<td>Contract Begins</td>
<td>July 2010</td>
</tr>
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Italicized items and dates are at the City’s option. The City reserves the right to award contract solely on the basis of proposal content.

III. SCOPE OF SERVICES

A. Required Product and Services of the Consultant

The City of Visalia is seeking a solution that can meet the standards outlined in this document. With this in mind, the solution shall (in no particular order) accomplish the following primary goals:

- Provide a centralized approach to compiling the agenda
- Provide the capability to submit agenda items online
- Provide capability to prepare Action Minutes
- Provide capability to view final agenda online, print, or copy to external media
- Provide read-only information access for the public
- Provide search capabilities for agenda items and supporting material
- Provide a collaborative workflow process allowing various authorization levels to work on staff reports simultaneously with each authorization level capable of seeing what revisions the others are making.
- Provide capability to access agenda packet, including attachments, during the meeting
- Provide tracking system to let users know where a particular report is during the approval process at any given time.
- Ability to handle meetings within meetings. Example: must be able to create separate agendas for Work Session, Closed Session, and Regular Meetings as well as meetings of the City Council and Redevelopment Agency which occur within the same meeting.

Describe how the end user departments interact and utilize the solution. Describe how a contract City Attorney will access the workflow from a computer that is not part of the City system. Describe the typical end user steps necessary to use the system. Describe the typical City Clerk steps necessary to create the agenda packet. Describe how the agenda packet is made available on the City’s website. Describe whether or not end user departments require client software. Describe the typical training for end users.

Describe how the workflow system works. Can it handle last-minute additions? Are different versions of the same staff report saved during the process so the writer can access the original version or a subsequent one? Describe the flexibility in setting the agenda order.

B. City Responsibilities

1. Compensate the Vendor as provided in the contract agreement.
2. Provide a "City Representative", who will represent the City and who will work with the Vendor in carrying out the provisions of the RFP. The Vendor shall communicate with the City representative who will provide the following services:
   - Give reasonably prompt consideration to all matters submitted by the Vendor to the end that there will be no substantial delays in the Vendor’s completion of work.
   - Provide consultant with any other documentation necessary for completion of Consultant’s work.

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

Executive Summary – This section should include an overview of your company and the solution you intend to offer. In the executive summary please include any third parties who will work with you on the delivery of this solution. If you are using a third party, please list the roles each party will play in the overall delivery of the solution.

Company Overview – Provide a brief overview of your organization as well as a discussion regarding your experience serving organizations such as ours. In this section you must include:

- Firm name, address, telephone number and fax number.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone and fax numbers if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
  a. Small Business.
  b. Disadvantaged Business.
  c. Minority and/or Women-Owned Business.
- Personnel of the Proposer’s Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker’s Compensation.
- References and Referrals

B. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the project.

This section shall outline the proposed approach to the project. This approach or scope of work shall consist of:

- Solution Overview – Briefly discuss the solution, include key screen shots, and demonstrate the overall capability of the solution you are offering.
- Professional Services – Included a detailed list of professional services you will provide to roll out the solution. Discuss which are required versus optional services. Please include a training plan including on site training.
- Scope of Features – Please respond to each item listed below in the Solution Scope of Features Exhibit A.
• **Project Plan** – Outline your project plan including the role our staff will play during the rollout with reasonable time estimates for our staff.

• **Hosting Options** – Our preference is to have choices on solution hosting. Please discuss options you offer including the option for us to host the code and for you to provide hosting for us (ASP/SaaS Model). Include costs for these options in your pricing section.

• **Optional Modules** – We are interested in advancing our technology as we grow. Please discuss any other modules or capabilities you offer that would enhance the basic package for Agenda and Meeting management. Include costs for these modules in your pricing section listed as line items.

• **Cost Proposal** – Include detailed costs for your solution including all the features listed in the Solution Scope of Features, training and professional services. Please list all license fees keeping in mind our preference for unlimited use licensing.

• **Software Maintenance and Warranty** – Please detail your warranty as well as any maintenance programs including options for Software update or upgrades. Outline the costs of all warranties in your pricing section by line item. Maintenance programs must include all major upgrades to software at no additional cost for new features.

• **License Agreement** – Include a standard copy of your license agreement for all software propos

Exceptions to the requirements of the RFP should be clearly delineated in this section.

In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

**C. Staff Qualifications and Related Experience**

1. **Staff Qualifications and Experience**

   This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes or experience summaries describing their education, credentials, related experience and their proposed roles for this contract. **Note:** Consultant may not substitute any member of the project team without prior written approval of the City.

   If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. **Note:** No work may be subcontracted, nor assigned, without prior written approval of the City of Visalia.

2. **Related Experience**

   Include descriptive information concerning the experience of the firm. Please provide at least four (4) references from agencies using your solution.

   List the projects in reverse chronological order and provide the following information for each project:

   • Name of Agency
   • Agency location
   • Brief description (type of agency)
   • Name of agency’s contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner)
• Your firm’s specific involvement in the project
• The proposed cost vs. actual cost
• Status of completion

C. Proposed Fee Structure and Schedules

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

• Proposers should review the requirements of this RFP and address all services in fee schedule that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., unit or hourly costs. This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive fee schedule as the City will not include compensation in the contract for items not addressed.

• Include a total cost to provide services, based on the Proposer’s fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.

• The fee proposal along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City’s actual needs.

D. Conflict of Interest

• Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.

• List current clients who may have a financial interest in the outcome of the project

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretion of the City of Visalia. The process for selection shall occur in the following sequence:

• Review Proposals
• Establish a “short list” of three or more firms
• Interview “short-listed” firms (at the option and discretion of the City)
• Identify best qualified firm
• Determine which, if any, alternates will be selected, and negotiate a fee
• Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council or City Staff and may include a representative knowledgeable in this type of product from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee’s evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.
A. Criteria
The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a vendor to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms.

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<th>Evaluation Criteria</th>
<th>As Demonstrated By</th>
<th>Weight of Criteria</th>
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<td>Proposal thoroughness, Project Approach, Responses</td>
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<tr>
<td>Knowledge and Expertise</td>
<td>Capability of personnel, Firm qualifications and experience</td>
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<tr>
<td>Understanding of Project</td>
<td>Proposer’s recommended Solution Scope and Features, Maintenance and Warranty, Optional Modules</td>
<td>25</td>
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<tr>
<td>Record of Past Performance</td>
<td>References Ability to work effectively with City staff, other public agencies and related parties Ability to complete work tasks within timelines and budget</td>
<td>25</td>
</tr>
<tr>
<td>Pricing</td>
<td>Proposed Fees</td>
<td>15</td>
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Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer’s ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer’s capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check
The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract
The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. GENERAL CONDITIONS

A. Important Notice
The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.
B. **Contracting Agency**  
The contract resulting from this Request for Proposals will be administered by the City of Visalia Administrative Services Department, Purchasing Division.

C. **Legal Responsibilities**  
All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not.

By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing Federal funds.

D. **Permits and Licenses**

1. **Business License Certificate**  
Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation. **However, Consultant shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.** Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. **Professional License**  
Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

3. **Permits**  
Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

E. **Insurance**

**Indemnification and Insurance**  
As respects acts, errors, or omissions in the performance of services, CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONTRACTOR’s negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY.

CITY agrees to indemnify and hold harmless CONTRACTOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CONTRACTOR’S negligent acts, errors or omissions in the performance of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at CITY’s option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR’s (or CONTRACTOR’s subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

Without limiting CITY’s right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers’ Compensation insurance as required by California statutes.
• Commercial general liability insurance with a combined single limit of not less that One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

• Professional liability insurance coverage, in an amount not less than One Million Dollars ($1,000,000).

• Comprehensive Automobile Liability coverage with a combined single limit of not less that One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

“This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given”

In addition, the Commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

“It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

“The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.”

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

**VII. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting a proposal, proposer’s must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.
The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

C. EVALUATION/AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary. Proposals will be evaluated by a Selection Committee. This committee may consist of representatives of the user department, members of the community, the Purchasing Division, and may include a representative knowledgeable in engineering services from outside of the community. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposals.

The award, if made, will be made within ninety (90) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Proposer is an independent contractor, not an employee, agent, or officer of the City.

2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

3. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.

4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.

5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.
D. PROPOSAL PRICING GUIDELINES
Proposer shall provide proposed fees and cost information as a part of this Request for Proposals.

E. ASSIGNMENT OF CONTRACT
No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

F. RIGHT TO REQUIRE PERFORMANCE
The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

G. ETHICS IN PUBLIC CONTRACTING
Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

H. EQUAL EMPLOYMENT OPPORTUNITY
During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.

2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

4.

I. VENUE
Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.
J. PROPRIETARY INFORMATION

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as “Trade Secrets”, “Confidential” or “Proprietary” shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

K. INCURRING COSTS

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

VIII. FEDERAL REQUIREMENTS APPLICABLE TO THIS PROJECT AND RELATED AGREEMENT

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20


ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the
FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

<table>
<thead>
<tr>
<th>Contract Characteristics</th>
<th>Operational Service Contract</th>
<th>Turnkey Construction</th>
<th>Architectural Engineering</th>
<th>Acquisition of Rolling Stock</th>
<th>Professional Services</th>
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<tr>
<td>State Grantees</td>
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<tr>
<td>a. Contracts below SAT ($100,000)</td>
<td>None</td>
<td>Those imposed on state pass thru to Contractor</td>
<td>None</td>
<td>None</td>
<td>None</td>
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<tr>
<td>b. Contracts above</td>
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Reference: 49 CFR 18.39(i)(11)
Sources of Authority:  
1 49 USC 5325 (a)  
2 49 CFR 633.17  
3 18 CFR 18.36 (i)

**FEDERAL CHANGES**

**49 CFR Part 18**

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**RECYCLED PRODUCTS**

**42 U.S.C. 6962**

**40 CFR Part 247**

**Executive Order 12873**

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)|B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(j)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 49 CFR 18.36(j)(6)), the Act no longer applies to any “contract in an amount that is not greater than $100,000.” 40 USC 3701(b)(3)(A)(iii).

**Contract Work Hours and Safety Standards**
(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

31 U.S.C. 3801 et seq.
49 U.S.C. 5307

Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

49 CFR Part 29  
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Contractor or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by [insert agency name]. If it is later determined that the Contractor or proposer knowingly rendered an erroneous certification, in addition to remedies available to [insert agency name], the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**PRIVACY ACT**

5 U.S.C. 552

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,
5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**CIVIL RIGHTS REQUIREMENTS**

29 C.F.R Part 1630, 41 C.F.R Parts 60 et seq.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Project Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract and incorporated documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Visalia deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful Contractor/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the City of Visalia. In addition, the contractor is required to return any retainage payments to its subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the City of Visalia, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Visalia.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1E**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in **FTA Circular 4220.1E** are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the City of Visalia to be in violation of the FTA terms and conditions.
NON-COLLUSION AFFIDAVIT
To Accompany Proposal

STATE OF CALIFORNIA )
 ) ss
CITY OF VISALIA )

_________________________, being first duly sworn, deposes and says that he or she is _________ of __________
the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine
and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other
BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or
agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that
the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit,
or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public
body awarding the contract of anyone interested in the proposed contract; that all statements contained in
the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price
or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid,
and will not pay, any fee to any corporation, partnership, company association, organization, bid depository,
or to any member or agent thereof to effectuate a collusive or sham Bid.

Company:   ______________________________________________
Business Address:  ______________________________________________
Signature:   ______________________________________________
Name of Signing Official: ______________________________________________
Title of Signing Official: ______________________________________________
Date:    ______________________________________________
Company Seal:

State of California
County of ________________________

On this _______ day of __________ before me, ___________________________________________, a Notary Public,
personally appeared __________________________________________, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct
WITNESS my hand and official seal.

Signature __________________________________ (Seal)
STATE OF CALIFORNIA  )
) ss
CITY OF VISALIA  )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _________________________________________
Business Address: _________________________________________
Signature: _________________________________________
Name of Signing Official: _________________________________________
Title of Signing Official: _________________________________________
Date: _________________________________________

Company Seal:
OWNERSHIP DISCLOSURE FOR CONTRACTORS AND CONSULTANTS

TO ACCOMPANY PROPOSAL

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: __________________________________________________________
Firm Address: __________________________________________________________

List the names of all principals, partners, and/or trustees. For corporations provide names of
officers, directors and all stockholders owning more than 10% equity interest in corporation:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Submitted by: Name ______________________________________________________
Date ________________________________________________________________

CERTIFICATION RE COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS
To Accompany Proposal

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project:

Company: ______________________________________________

Business Address: ______________________________________________

Signature: ______________________________________________

Name of Signing Official: ______________________________________________

Title of Signing Official: ______________________________________________

Date: ______________________________________________

Company Seal:
The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has____ has not ____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, “Employee Information Report EEO-I” prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: ______________________________________________
Business Address: __________________________________________
Signature: _________________________________________________
Name of Signing Official: ____________________________________
Title of Signing Official: _____________________________________
Date: _____________________________________________________
Company Seal: 

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
**EXECUTIVE ORDER 11246**  
To Accompany Proposal

**Equal Opportunity Clause**

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Chapter 60) during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers’ representative of the BIDDER’s commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER’s non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company:______________________________________________ Date: ___________________________

Business Address:  ______________________________________________
Signature: _____________________________________________ Company Seal: 

Name of Signing Official: _____________________________________________

Title of Signing Official: _____________________________________________

SUSPENSION AND DEBARMENT REQUIREMENTS FOR
To Accompany Proposal

ALL CONTRACTS OVER $25,000
49 CFR, Part 29 and Part 18, Section 18.35

The BIDDER certifies, by submission of this proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the BIDDER or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this RFB.

Company: ______________________________________________

Business Address: ______________________________________________

Signature: ______________________________________________

Name of Signing Official: ______________________________________________

Title of Signing Official: ______________________________________________

Date: ______________________________________________

Company Seal:

LOBBYING RESTRICTIONS CERTIFICATION
The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification to be included in the award documents for all subawards at all tiers (including SUBBIDDERs, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction (if the award is $100,000 or more) imposed by Section 1352, Title 31, U.S. Code, as amended by 2 U.S.C. 1601, et seq. and APPENDIX A, 49 CFR PART 20. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Company: ______________________________________________

Business Address: ______________________________________________

Signature: ______________________________________________

Name of Signing Official: ______________________________________________

Title of Signing Official: ______________________________________________

Date: ______________________________________________

Company Seal:
CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE

To Accompany Proposal

By submission of a Bid, the BIDDER certifies that it has read the FEDERAL FUNDING REQUIREMENT entitled “Anti-Kickback Procedures,” contained in the RFP and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: ______________________________________________

Business Address: ______________________________________________

Signature: ______________________________________________

Name of Signing Official: ______________________________________________

Title of Signing Official: ______________________________________________

Date: ______________________________________________

Company Seal:

__________________________________________
By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: ______________________________________________

Business Address: ______________________________________________

Signature: ______________________________________________

Name of Signing Official: ______________________________________________

Title of Signing Official: ______________________________________________

Date: ______________________________________________

Company Seal:
This Agreement, entered into and effective this ______ day of __________ [“Effective Date”], by and between the City of Visalia, hereinafter referred to as the “CITY”, and ______________________ hereinafter referred to as the “CONTRACTOR”, “BIDDER”, or “SUBRECIPIENT”.

RECIPIENTS

WHEREAS, CONTRACTOR is a ______________________ (owner, partnership, etc.) with a primary business

address of _______________________________ and SSN or EIN: _______________; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires _______________________________ Project, which was let to bid on ________________________________ as evidenced by RFP No. 09-10-49 (the “Project”); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Request for Proposals and determined to award a contract to CONTRACTOR for the Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:
The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if CONTRACTOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:
The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

<table>
<thead>
<tr>
<th>ATTACHMENT NO.</th>
<th>DESCRIPTION OF ATTACHMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 1</td>
<td>General Contract Provisions</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>City of Visalia RFP 09-10-49, Agenda Management System</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>CONTRACTOR’s proposal in response to RFP No. 09-10-49</td>
</tr>
</tbody>
</table>
3. **CONTRACTOR SCOPE OF SERVICES and COMMITMENTS**: 
CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates (“Scope of Services”):

All work described in Scope of Services in RFP No. 09-10-49

4. **CITY COMMITMENTS**: 
CITY shall perform the following tasks on or before the stated completion dates:

<table>
<thead>
<tr>
<th>TASK</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Contractor as work is completed and invoiced</td>
<td>As requested by Contractor</td>
</tr>
</tbody>
</table>

5. **COMPENSATION**: 
CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

| Total Compensation: | $ _____________________ |
| Source of Funds:    | Energy Efficiency & Conservation Block Grant |
| Payment Schedule:   | _____________________ |

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

**CONTRACTOR**

Dated: ____________ By:_______________________________________________________________

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

**CITY OF VISALIA**

Dated: ____________ By:_______________________________________________________________

City Manager

Dated: ____________ By:_______________________________________________________________

City Attorney

Dated: ____________ By:_______________________________________________________________

City of Visalia Risk Manager

Dated: ____________ By:_______________________________________________________________

City of Visalia Project Manager

**Exhibit “C”**
GENERAL CONTRACT PROVISIONS

A. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. Prohibition of Assignment: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR

Attention: _____________

D. Independent Contractor: It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. Integration/Modification: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. Indemnification: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR’s performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY’s option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR’s performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. Guarantees and Warranties:
1. **IN GENERAL:** All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. **GUARANTEE:** Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of two (2) years after the date of acceptance by CITY.

3. **WARRANTIES:** Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY. Standard Manufacturer's Warranty shall apply to materials used.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all work covered by an application for payment will pass to the CITY either by incorporation in the construction or upon the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to CITY no later than the time of payment free and clear of all liens.

No materials or supplies for the project shall be purchased by the CONTRACTOR or SUBCONTRACTOR subject to any mortgage or under a condition of sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that it has good title to all materials and supplies used by it in the project, free from all liens.

CONTRACTOR shall indemnify and hold CITY harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on the CONTRACTOR, either pay directly unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the CITY to either the CONTRACTOR or its surety. In paying any unpaid bills of the CONTRACTOR, the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as payment made under the contract by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

**L. ATTORNEY’S FEES:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by
the court or arbitrator, shall be entitled to recovery of its attorney’s fees and court costs incurred in the action brought thereon.

M. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR’s insurance coverage and shall not contribute to it.

2. **Subcontractor(s’) Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker’s Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR’s vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR’s employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

   (1) bodily injury;
   (2) personal injury;
   (3) broad form property damage;
   (4) contractual liability;
   (5) cross-liability;
   (6) products and completed operations liability

   4. **Other Insurance Provisions.** If any insurance coverage required in this Agreement is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter “post agreement coverage”) and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
5. **Endorsements.**
   All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. **Proof of Coverage.**
CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

   City of Visalia  
   707 W. Acequia  
   Visalia, CA 93291  
   Attn: Purchasing Division
### Solution Scope of Features

**Standard Software** = Feature is available without customization and is included in your pricing section  
**Custom Development** = Feature is available with custom development. Please note the cost of this feature in your pricing section as a line item  
**Not Available** = Feature is not currently available

<table>
<thead>
<tr>
<th>Feature</th>
<th>Required</th>
<th>Standard Software</th>
<th>Custom Development</th>
<th>Not available</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solution supports preconfigured and user defined workflows allowing system Admin to set users rights on who is allowed to alter preconfigured workflows</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution supports organization workflows and departmental workflows. Departmental workflows control how documents travel through any given department and organizational workflows control how documents move between departments</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution allows the contract city attorney to access workflow from outside of the city’s server.</td>
<td>X</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Solution has no practical limit on the number of workflows that can be added.</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Solution allows adding “last minute” items to the agenda.</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Solution stores all previous versions of staff reports until the final version has been approved.</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Licensing must allow for unlimited workflows at no additional licensing cost</td>
<td>X</td>
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<tr>
<td>Solution supports rejection workflows</td>
<td>X</td>
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<tr>
<td>Solution supports e-mail notification in the workflow</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>E-mail notifications can be customized to meet our requirements.</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Solution allows collaboration among users and simultaneous viewing of revisions being made.</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Solutions supports an admin interface allowing system admin to configure workflows as well as notifications</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>All e-mail notifications will be used by our current MS Mail Exchange service and not rely on any other email servers for outbound mail.</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Solution must support a workflow “Recall” feature allowing users to pull back an item from workflow</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Feature</td>
<td>Required</td>
<td>Standard Software</td>
<td>Custom Development</td>
<td>Not available</td>
<td>Comment</td>
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<td>----------------------------------------------</td>
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<tr>
<td><strong>Item Creation</strong></td>
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<tr>
<td>Solution must use a template for item creation that can support intelligence and data validation</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Solution templates must support required fields, data validation on fields and dependant drop downs designed to our standards</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution must support multiple Custom Item creation screens or templates</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Solution must support multiple item creation screen layouts that vary by item nature</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Solution must support unlimited attachments including oversized maps not to exceed 10MB.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution must support automatic conversion of attachments to PDF format</td>
<td>X</td>
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<tr>
<td>Solution must support customized attachments created to meet our specific layouts such as an automatically generated item cover sheet</td>
<td>X</td>
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<tr>
<td>Solution must support attachment flags which allow us to restrict public access to certain confidential attachments</td>
<td>X</td>
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<tr>
<td>Seamless integration with existing document management solutions to reference or import back up material to agenda (ex. LaserFiche)</td>
<td>X</td>
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<tr>
<td>Users can add items to meetings as a request allowing clerk to override that request</td>
<td>X</td>
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</tr>
<tr>
<td>Users can monitor workflow for their items and view the status of the item in workflow</td>
<td>X</td>
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<tr>
<td><strong>Approvers</strong></td>
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<tr>
<td>Approvers get e-mail notices if admin has set e-mail triggers</td>
<td>X</td>
<td></td>
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<tr>
<td>Admin can turn off e-mail notice for any user</td>
<td>X</td>
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<tr>
<td>Approvers can simultaneously review reports and comment as needed</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Admin can set rights for approvers allowing some to have edit privileges and others to have read only privileges</td>
<td>X</td>
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</tr>
<tr>
<td>Certain approvers can have a user right to alter preconfigured workflows. This is configured by system admin</td>
<td>X</td>
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<tr>
<td><strong>Clerk</strong></td>
<td></td>
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<tr>
<td>Public Agendas can be customized to meet our specifications including font style, type and other attributes</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Solutions supports more than one agenda layout for different meeting types</td>
<td>X</td>
<td></td>
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<tr>
<td>Clerk can edit any item</td>
<td>X</td>
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<tr>
<td>Clerk can reorder the agenda items</td>
<td>X</td>
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</tr>
<tr>
<td>Clerk can reorder any attachments on an item</td>
<td>X</td>
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<tr>
<td>Clerk can preview then publish agenda at will</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Feature</td>
<td>Required</td>
<td>Standard Software</td>
<td>Custom Development</td>
<td>Not available</td>
<td>Comment</td>
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<tr>
<td>------------------------------------------------------------------------</td>
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<tr>
<td>Clerk can publish to an internal web site showing draft agendas prior to publishing final agendas to external web sites.</td>
<td>X</td>
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</tr>
<tr>
<td>Clerk can create meetings and open them for users to add items to.</td>
<td>X</td>
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</tr>
<tr>
<td>Clerk can copy items from one meeting to another meeting without disrupting the agenda layout for the original meeting</td>
<td>X</td>
<td></td>
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<tr>
<td>Clerk can reassign items to other meetings</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Clerk can create a single PDF of the entire agenda packet with the click of a mouse and without the use of client side software.</td>
<td>X</td>
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</tr>
<tr>
<td>Solutions must support the publication of the final agenda in both HTML and PDF format to accommodate users with different needs.</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Integration with existing document management solutions to export final Agenda and Backup Material to LaserFiche Version 8 for records management</td>
<td>X</td>
<td></td>
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<tr>
<td>Integration with Civica Web Site Version 8.06.0 for publishing final document to City’s website</td>
<td>X</td>
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<tr>
<td>Clerk can easily view the workflow on any item to check workflow status</td>
<td>X</td>
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<tr>
<td>Clerk can control meeting status Open, Closed or closed for final approval</td>
<td>X</td>
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<tr>
<td>Meetings set to closed for final approval allow clerk to continue to edit the meeting and meeting items but lock out other users from making any changes.</td>
<td>X</td>
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<tr>
<td>Minutes</td>
<td></td>
<td></td>
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<tr>
<td>Solution supports individual motions on any item</td>
<td>X</td>
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<tr>
<td>Solution supports recording votes of council members on individual motions</td>
<td>X</td>
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<tr>
<td>Solution supports recording item action such as passed, failed, rescheduled, tabled. This list is configurable to our standards</td>
<td>X</td>
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<tr>
<td>Solution supports Council Actions Taken or draft minutes on our public web page</td>
<td>X</td>
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<tr>
<td>Solution Supports a final action minutes web page</td>
<td>X</td>
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</tr>
<tr>
<td>Integration with existing document management solutions to export final Action Minutes and back up materials to LaserFiche Version 8</td>
<td>X</td>
<td></td>
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<tr>
<td>Minute layouts pages can be customized to meet our specifications</td>
<td>X</td>
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<tr>
<td>Council Members</td>
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<tr>
<td>Council members can use full text search to research past Agenda and Minutes</td>
<td>X</td>
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<tr>
<td>Council members can view Agenda and make comments on any item as part of their meeting preparation</td>
<td>X</td>
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</tr>
<tr>
<td>Feature</td>
<td>Required</td>
<td>Standard Software</td>
<td>Custom Development</td>
<td>Not available</td>
<td>Comment</td>
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<tr>
<td>Council members can view Draft Action Minutes and make comments on any item as part of their meeting preparation</td>
<td>X</td>
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</tr>
<tr>
<td>Council member comments are private in that no other user or council member can view them</td>
<td>X</td>
<td></td>
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<tr>
<td>Council members can delete comments at any time</td>
<td>X</td>
<td></td>
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<tr>
<td>Council members can view items and all support material</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Council members can search by item category or meeting type for items, agenda and minutes</td>
<td>X</td>
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<tr>
<td>Council members can access the solution using only a web browser and no other client side software is required.</td>
<td>X</td>
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<tr>
<td>Other Admin Tools</td>
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<tr>
<td>The solution integrates with our Active Directory of users</td>
<td>X</td>
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<tr>
<td>Admin controls rights on a global basis using role based user rights</td>
<td>X</td>
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<tr>
<td>Admin sets up groups of users that share rights to support reviewing and approval rights</td>
<td>X</td>
<td></td>
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<tr>
<td>Public Views</td>
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<td></td>
</tr>
<tr>
<td>Public can search for past and future meeting agendas</td>
<td>X</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Public can search for meeting actions taken</td>
<td>X</td>
<td></td>
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<tr>
<td>Public can search for meeting minutes</td>
<td>X</td>
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</tr>
<tr>
<td>Public can view agendas/minutes in a HTML/web page format with an option to view the entire packet in a PDF file</td>
<td>X</td>
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<tr>
<td>Solution can produce single PDF files for one click printing</td>
<td>X</td>
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<tr>
<td>Technology</td>
<td></td>
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<tr>
<td>Solution can integrate with Active Directory for user authentication</td>
<td>X</td>
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<tr>
<td>Solution should support Virtual Environments</td>
<td>X</td>
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<tr>
<td>Browser based; no client software to support. Solution should not rely upon Microsoft Word or other client side software to function for all general users.</td>
<td>X</td>
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<tr>
<td>Certain admin level users may use client side code if it enhances the software usability.</td>
<td>X</td>
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<tr>
<td>Solution should use a Microsoft SQL Data Base which is non-proprietary in nature</td>
<td>X</td>
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<tr>
<td>Solution should operate in a shared environment and does not require its own server.</td>
<td>X</td>
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<tr>
<td>Solution should run in a server environment using current Microsoft Server Operating systems and all web site publishing must use IIS Server.</td>
<td>X</td>
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<tr>
<td>Feature</td>
<td>Required</td>
<td>Standard Software</td>
<td>Custom Development</td>
<td>Not available</td>
<td>Comment</td>
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<tr>
<td>Solution should have the ability to integrate with other applications.</td>
<td>X</td>
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<tr>
<td>Seamless bi-directional integration with existing third party document management solutions (ex. LaserFiche)</td>
<td>X</td>
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</tr>
<tr>
<td>License agreement states that we own the software. We are not interested in solutions where software ownership is not ours. This ownership empowers us to host the software at any hosting vendor we choose.</td>
<td>X</td>
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<tr>
<td>Solution can be hosted by the vendor or by us and we are free to switch between options at any time.</td>
<td>X</td>
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</tr>
<tr>
<td>Source code for all customized pages is provided to client in open format.</td>
<td>X</td>
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<tr>
<td>Solution must allow for the Management of unlimited meetings at no extra cost.</td>
<td>X</td>
<td></td>
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<tr>
<td>Unlimited use license. No user license fees.</td>
<td>X</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>No Server or CPU license fees.</td>
<td>X</td>
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</tbody>
</table>