



REQUEST FOR PROPOSAL RFP P15-19/20

Notice is hereby given that proposals will be received until January 10, 2019, 5:00 p.m. Pacific Standard Time (PST).

Proposal is to provide the City of Chula Vista Police Department with:

Unmanned Aerial Systems/Drone as First Responder (UAS/DFR) Program Support

Prospective respondents are hereby referred to the proposal instructions, general provisions, specifications, and terms and conditions contained in this request for proposal.

All responses must be submitted through PlanetBids before the date and time identified in this RFP. RESPONSES WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME.

Questions related to the proposal, must be uploaded through PlanetBids by 3:00 p.m. PST Friday December 20, 2019. The City will make every attempt to answer questions as they are posted. Responses will be posted to PlanetBids by 5:00 p.m. PST Monday December 23, 2019

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS RECEIVED, ANY PORTION OF ANY PROPOSAL, AND TO WAIVE ANY IRREGULARITIES OR INFORMALITIES IN PROPOSALS OR THE RFP PROCESS.

Victor De La Cruz
Procurement Services Analyst

Date: December 4, 2019



The City of Chula Vista (City) is requesting Proposals from qualified vendors to provide **Unmanned Aerial Systems/Drone as First Responder (UAS/DFR) Program Support** as specified in this RFP.

Estimated Proposal & Product Delivery Timeline

Pre-Proposal Meeting: Wednesday, December 18, 2019 at 1:00 p.m. PST

Questions to be submitted by Friday, December 20, 2019 at 3:00 p.m. PST

Proposal Deadline: Friday, January 10, 2020 5:00 p.m. PST

Estimated date support services will begin March 1, 2020

Planned Contract Term

The planned contract term is one (1) year. City has option to extend this Agreement up to four (4) one-year additional terms for a total contract term of five (5) years, subject to final language in the agreed upon contract.

SECTION I: GENERAL INFORMATION

This request solicits proposals to furnish the Chula Vista Police Department, herein after referred to as the "Department", with Unmanned Aerial Systems/Drone as First Responder (UAS/DFR) Program Support. Specifications and Technical requirements describing the requirements for the support can be found in Section IV of this document. It is the Department's intent to select the most suitable solution based on responses to this RFP.

This RFP is intended to describe the Department's minimum requirements and response format in enough detail to secure comparable proposals. However, Proposers are not precluded from submitting proposals that differ from the described specifications; provided, however, that any proposal from a vendor that does not meet requirements may be rejected as non-compliant. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of the Department.

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the proposal.

Any material submitted by a Proposer shall become the property of the Department unless otherwise requested at the time of submission. Any material considered confidential in nature must be so marked.

The Department reserves the right to reject any and all proposals resulting from this RFP.

The Department is not liable for any cost incurred by Proposer prior to the issuance of an agreement for the Unmanned Aerial Systems/Drone as First Responder (UAS/DFR) Program Support and will not pay for information solicited or obtained.

SECTION II: PROPOSAL INFORMATION

Response must include the following information:

Proposer must submit a response through PlanetBids before the date and time identified in this RFP. The proposal must follow the format as defined in this document. The Department reserves the right to reject any proposals that do not follow the format outlined in this RFP. Proposals will not be opened publicly; however, the names of all Proposers will be available.



The Department shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the Department requests such in writing.

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

Insurance

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

If the Vendor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects support services of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Entity has received a waiver of subrogation endorsement from the insurer

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION III: RFP LIFE CYCLE**A. Introduction**

The purpose of this section is to inform prospective Proposer of the process that will take place as a result of this RFP. The information contained herein discloses all details about dates, times, and places as they pertain to this RFP.

B. Pre-Proposal Meeting

A pre-proposal meeting will be held on Wednesday December 18, 2019 at 1:00 PM (PST) at 315 Fourth Avenue, Chula Vista, CA 91910. Representatives from the Department will be present to discuss the project and answer questions. Each firm will be limited to two persons attending the meeting, said persons being direct employees of the proposing firm. This pre-proposal meeting is mandatory and all in attendance must be in the Lobby by the 1:00 pm deadline. Any arrivals after 1:00pm will not be accepted.

C. Response Date

All responses must be submitted through PlanetBids before January 10, 2020 5:00 p.m. PST.

RESPONSES WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME.

D. Proposal Letter

Each Proposal shall include a written transmittal and offer of proposal in the form of a standard business letter. The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it.

The letter shall state that the proposal remains valid for at least one hundred and twenty (120) days subsequent to the date of the Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Department.

The letter shall provide the name, mailing address, and telephone number of the person the Department should contact regarding the proposal.

E. Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, conformity, clarity, and compliance to all the RFP requirements. Proposals not meeting minimum requirements will be rejected and dropped from further consideration.

F. Proposal Evaluation

Proposals will be evaluated by an Evaluation Committee on the following criteria:

1. Understanding of the work required by the Department.
2. Quality and clarity of the proposal.
3. Completeness of response to project requirements.
4. Completeness of response to documentation requirements.
5. Completeness, if any, to Questions and Answers.
6. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the Department.
7. Recent experience in successfully performing similar services.
8. Proposed overall approach to completing the project.
9. Record of successful service engagements in similar projects.
10. References, (highlight local and regional references).
11. Background and related experience of the specific individuals to be assigned to this project.
12. Proposed compensation.
13. Demonstrated best long-term value for the Department.

G. Vendor Interview & Flight Demonstration

Finalist Proposers may be required to participate in interviews and on-site flight demonstration to validate pilot skills. The Department reserves the right to conduct evaluation demonstrations in the most economical manner for the Department. The proposer is responsible for the costs associated with the flight demonstration.

H. Final Evaluation

After all requested interviews and flight demonstrations have been completed, the final evaluation will begin. In the final evaluation, the finalist proposals will be reviewed, and a recommendation made by an Evaluation Committee for the proposal they consider to best satisfy their requirements. The contract will not be based solely on price, but on a combination of factors as determined to be in the best interest of the Department.

I. Proposal Acceptance

After the final evaluation, the chosen vendor will be notified and contract discussion and negotiation between the Department and the selected vendor will begin. The content of this RFP and the successful vendor's proposal will become an integral part of the contract but may be modified by provision of the contract. Proposer is requested to submit current contract forms with their proposal for review by the Department. The Department reserves the right to further negotiate the proposed work and/or method and amount of compensation.

J. Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

No payments shall be made to the Contractor until the contract is established as required by state laws and regulations. Further, the Department shall not be liable for work performed, services rendered, or materials purchased and/or provided before the contract is established as required by applicable state laws and the Purchasing Rules of the Department.

SECTION IV: REQUIREMENTS AND SCOPE OF SERVICES

A. Introduction

The purpose of this section is to describe the required and desired UAS/DFR support services for the Department. The Proposer may propose additional features and options to be considered. The order in which the following items appear does not represent their priority of importance to this RFP. The Department requests that prospective Proposers use these specifications to develop proposals within the guidelines set forth in Section II.

B. General Requirements

The Department is seeking proposals to provide Unmanned Aerial Systems/Drone as First Responder (UAS/DFR) Program Support. For cost comparison purposes, the vendor must include in their bid an itemized cost schedule, which includes all support costs.

C. Vendor Information

Prospective Proposers should provide information pertaining to their organization and this project to include:

- Size of the organization
- Client list including those using services recommended by the prospective Proposer
- Number of years in business providing similar services
- Number of personnel in the organization
- Resumes of the individuals who would be assigned to this project, including any sub-consultants
- A reference list including clients who have used the vendor's services
- Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project

D. Cost Summary

Vendor must supply a line item detail to support Proposal Cost Summary in Appendix B. All costs associated with the implementation of this proposal should be included. If not, exclusions are to be stated.

E. Description of Work

Background Information

The Community

The City of Chula Vista, located in southwest San Diego County, bordering Mexico, incorporated under the general laws of the State of California in 1911, and currently supports a population of over 256,000 residents. The City is approximately 50.1 square miles making it the 2nd largest city in San Diego County and 13th largest city in the state.

The Police Department, led by Chief Roxana Kennedy, consists of 249 sworn officers, 105 civilian employees and more than 100 volunteers. The Police Department's headquarters is located near the City Civic Center where it houses the departments administrative and business offices, the Public Safety Communications Center, the City Jail, the Real-time Crime Center and one of two UAS/Drone launch locations.

The UAS/DFR Program

Since October 22, 2018, with strong support from the community, The Chula Vista Police Department has been deploying drones from the rooftop of the Police Department Headquarters to 911 calls and other reports of emergency incidents such as crimes in progress, fires, traffic accidents, and reports of dangerous subjects. This Drones as First Responder (DFR) System is transformational. It provides the ability to see what is going on at an incident before emergency personnel arrive on scene. In addition to the overhead perspective that traditional air support has always provided, DFR allows a trained incident commander to "virtually" arrive on scene first, sometimes minutes before officers are in harm's way. The drone has a powerful on-board camera that streams HD video back to the department's real-time crime center where the Teleoperator, who is a trained critical incident manager, not only controls the drone remotely, but communicates with the units in the field giving them information and tactical intelligence about what they are responding to. The system also streams the video feed to the cell phones of the first responders, supervisors, and command staff so they too can see exactly what the drone is seeing. The drones have responded to over 1,000 calls for service giving Chula Vista Police Officers information that no other public safety agency has ever had before; aerial intelligence about what exactly they are responding to before they arrive. Imagine the value of knowing that the truck leaving the scene of a robbery report is red and heading northbound, or that the report of a man with a gun is actually a 16-year-old with a BB gun, or the accident on the freeway involves a tanker truck with placards indicating a chemical hazard. These are things traditional manned air support has not been able to provide, as they are more commonly called in by ground units once they have arrived. Widespread deployment of DFR Systems will transform the way public safety agencies serve their communities, increasing safety, efficiency, and accountability.

In May of 2019 Chula Vista Police Department obtained a Beyond Visual Line of Sight (BVLOS) waiver from the FAA. This allows CVPD to fly the drone further from the launch point (up to 3 nautical miles) covering more of the city and protecting more officers and citizens.

The City's UAS DFR Program, staffed by (2) contract Pilot in Command and Teleoperators (sworn personnel), provides a service point for responding to both emergency and non-emergency calls for service.

Mission

The mission of the Chula Vista Police Department's UAS DFR Program is to provide airborne support to police operations in a safe, responsible, and transparent manner to preserve the peace, reduce response times and increase the quality of life in Chula Vista.

Overview

Small remotely operated Unmanned Aerial Systems (UAS), also commonly referred to as drones, are an efficient and effective way of providing law enforcement critical information to respond to Calls for Service, emergency situations or to conduct criminal investigations. Some examples include; providing an overhead view of an area or incident for ground personnel, safely clearing the interior of buildings, providing detailed documentation of crime and accident scenes, and searching for lost or missing persons.

History

In December 2015 the Chula Vista Police Department formed the Unmanned Aerial Systems (UAS) Committee to study the use of the technology in its public safety operations. UAS Committee members met dozens of times to study best practices, policies, and procedures regarding the use of UAS technology in law enforcement. A special focus of the team's research was an effort to address concerns about public trust, civil liberties, and the public's right to privacy during the operation of CVPD UAS systems.

Prior to implementing its UAS Program, CVPD discussed its plan for UAS operations in the media, in public forums, and in posted information about the program on the CVPD website. This outreach included a mechanism for the public to contact or email the UAS Team to comment on CVPD's UAS policy, or to express concerns or provide feedback. It is important to note that, out of respect for civil liberties and personal privacy, CVPD's UAS Policy specifically prohibits the use of UAS Systems for general surveillance or general patrol operations. After exhaustive planning and research, CVPD activated its UAS Program in the summer of 2017 to support tactical operations by CVPD first responders.

UAS/DFR Program Organizational Chart



Current Staffing & Aircraft Positioning

Currently the Chula Vista Police Department staffs the DFR Program, (4) days per week, (10) hours per day, Monday thru Thursday. Current staffing and aircraft positioning are as follows:

Launch Site One – Bayview Hospital

- (1) Pilot in Command/Drone Technician (Visual Observer – VO)
- DJI Matrice 210 V2 equipped with a Z30 zoom camera and an XT thermal camera (primary aircraft)
- DJI Matrice 200 V1 equipped with a Z30 zoom camera (backup aircraft)

Launch Site Two – Chula Vista Police Department Headquarters

- (1) Pilot in Command/Police Officer (Visual Observer – VO)
- (1) Teleoperator (TO)/Police Officer
- DJI Matrice 210 V2 equipped with a Z30 zoom camera and an XT thermal camera (primary aircraft)
- DJI Matrice 200 V1 equipped with a Z30 zoom camera (backup aircraft)

Current Operational Flow

1. Aircraft is mission-ready, preflight and operational checks complete.
2. Dispatch or Teleoperator requests aircraft support at a location.
3. PIC based at launch site authorizes launch of aircraft.
4. PIC maintains visual line of sight until lost and continues to monitor airspace for potential conflicts with other aircraft.
5. Cape geofence software prevents aircraft from flying into identified ground-based obstacles or from entering “no fly zones” or outside of the pre-selected area.
6. PIC can communicate with Brown Field and NOLF using cell phone or landline if the aircraft is required to enter Class D surface areas.
7. Telemetry and image transmission received by authorized personnel.
8. Teleoperator, Incident or Watch Commander requests aircraft and camera position and vantage changes.
9. All Teleoperator (TO) input requests are near-instantly approved by PIC and Cape software provided those requests meet mission and geofence parameters. Any requests to take aircraft away from geofence or outside parameters will be denied.
10. PIC monitors and maintains complete control of aircraft through entire operation.
11. Mission is conducted under these parameters.
12. Cape software requires the aircraft to initialize an automated Return to Home (RTH) mission with enough battery life remaining to ensure the aircraft lands with ~20% battery at original launch point. Cape geofencing and RTH procedures ensures the aircraft avoids all marked obstacles within the geofence on the automated return flight home.
13. PIC recovers the aircraft and conducts post-flight checks and prepares aircraft for next launch.

General Requirements

- 1) Any and all photographs, videos, data gathered, data analyzed, and reports generated shall be the sole property of the Department.
- 2) The Vendor shall be available per the staffing schedule shown in Section 3.5 to provide Drone Technicians (acting as a “Pilot in Command” of each aircraft) for a variety of law enforcement missions and ***flying City owned aircraft***.

Vendor Requirements

- 1) Provide Pilot in Command/Drone Technician staffing as described in this solicitation.
- 2) Responsibilities of the Pilot in Command/Drone Technician:
 - Ensure safety of drone flights
 - Setup and takedown of drone equipment
 - Daily coordination with members of police and/or fire
 - Daily minor drone maintenance
 - Diagnose errors or technical problems and determine proper solutions
 - Document and communicate technical issues to CAPE engineers & DFR Program Manager or designee
 - Transport and inventory equipment at all launch locations
 - Note: Drones fly high in the sky, so you will be working outside!
 - Many operations will take place on roofs, so must not be afraid of heights
- 3) Minimum Qualifications for Drone Technicians:
 - Excited about working with new emerging technology
 - Punctual and reliable
 - Highly intelligent and able to communicate well over the phone and/or Police Department issued handheld radio
 - Willing to perform repetitive tasks while sitting or standing for extended periods of time.
 - Familiarity with computers, smartphones, and tablets
 - Able to lift up to 40 pounds
 - Willing to work outdoors on rooftops, sand, heat, cold, etc.
 - Able to learn and quickly adapt to changing technology
 - Ability to multi-task (i.e. when Department implements one-to-many flight requirements on PIC, FAA waiver pending)
 - Ability to adapt to changing work schedules
 - Able to pass a full background check
- 4) Mandatory Qualifications for Drone Technicians:
 - 14 CFR Part 107 Remote Pilot Certification
 - Experience with technology
 - Familiarity with iOS devices
 - Work in Chula Vista, CA.
 - Speak English
- 5) In order to support law enforcement operations by the Department, Vendor assigned "Pilot in Command" must pass a CJIS level background check to work on missions. The Vendor shall keep and maintain a list of current employees with current background checks eligible to work on public safety missions.
- 6) The missions may vary greatly as requested by the Department but are focused on emergency response to incidents (life/safety).
- 7) These missions may be highly sensitive in nature and the Department requires the Vendor & individual pilots to sign mandatory CJIS clearance documentation.



- 8) It will be the responsibility of the Department to comply with all federal, state, and/or local laws regarding the use of Unmanned Aerial Vehicles in support of law enforcement missions. The Department will not request the Vendor to violate any parts of 14 CFR Part 107, which may compromise the Vendor's ability to maintain the required FAA licenses.
- 9) Vendors shall not be held responsible for performing missions under the direction of law enforcement officials if those missions are deemed to have violated federal, state, or local laws. The Vendor shall not violate any part of 14 CFR Part 107 in order to support law enforcement operations without written permission from the FAA. The Vendor must notify the requesting law enforcement official immediately if they are asked to perform a mission, they know will violate 14 CFR Part 107 without permission from the FAA.
- 10) These missions may require the use of onboard specialized equipment in order to support the mission of the Department. Onboard specialized equipment which may be utilized includes but not limited to:
 - i. High definition cameras and video recording devices
 - ii. Infrared/Night vision cameras
- 11) Vendors shall provide certifications which provide proof that each proposed pilot is 14 CFR Part 107 Certified. The Vendor is required to provide proof of certification and maintain all proper certifications during the entirety of the contract. Upon request, the Vendor shall provide the most current certification to the requesting agency.
- 12) Vendors shall provide detailed information of all equipment they plan to use and their capabilities.
- 13) Vendor shall provide a single point of contact for all DFR operations & contract coordination.
- 14) Vendors shall work collaboratively with the Department, and at Department direction, to perform to published equipment maintenance plans to ensure equipment operability in order to support service requests by the Department. Though the vendor is expected to initially perform maintenance in collaboration with the Department, the vendor shall be capable of assuming the full maintenance operation themselves if directed by the Department.

Maintenance Schedule:

Part	Monthly	Quarterly	Yearly
Props	Inspect	Replace	Replace
Batteries	Inspect	Inspect	Full System Analysis
Chargers	Inspect	Inspect	Full System Analysis
Software	Validate	Validate	Validate
Airframe	Inspect	Inspect	Inspect
Motors	Inspect	Inspect	Replace at 200 flight hours
ESC	Inspect	Inspect	Replace at 500 flight hours
Flight Controller	Inspect	Inspect	Replace at 500 flight hours
Remote Controller	Inspect	Inspect	Replace at 500 flight hours

- 15) Vendors shall provide a brief history of the company and the company's areas of expertise related to this RFP.
- 16) Vendors shall provide examples of missions that have been performed with an emphasis on those performed for public safety.
- 17) Vendors shall provide resumes of key personnel that shall be assigned to work on the contract.
- 18) Vendors shall understand that they may be required to receive training from state or local emergency officials.
- 19) Vendors shall understand that they may be required to receive specific training related to DFR operations.
- 20) Vendors shall maintain and provide current certificates of insurance to the City.
- 21) Vendor shall be required to submit information requested by Department to support reports on flight & maintenance activity. The Vendor shall complete reports as requested by the Department.
- 22) Vendors and proposed pilots may be requested to perform interviews and flight qualification demonstration as directed by the Department.
- 23) Vendors proposed pilots will be trained and certified on the CAPE software/system.
- 24) All data produced under this program remains the property of the Department. Vendors and proposed staff must ensure data is protected while being collected, transferred and stored.
- 25) Vendors shall provide a list of references for programs of similar size and scope.
- 26) Vendors and proposed pilots will adhere to approved Certificates of Authorization.
- 27) Vendors and proposed pilots will adhere to all current Policies & Procedures and Standard Operating Procedures as published by the Department relating to the DFR Program.

Proposed Staffing & Aircraft Positioning

Proposed New Staffing & Aircraft Positioning Plan (positions requested in this RFP are in **BOLD**)

** The vendor shall provide personnel as described below with the understanding the City shall only compensate the vendor for time actually performed. In the event flight operations cannot occur (i.e. vendor unable to staff contracted positions, Department waives off operations due to weather, mechanical or staffing issues, etc.) the vendor shall not be compensated.*

Phase 1 (Current Solicitation):

Launch Site One – Bayview Hospital, Chula Vista (**Vendor to provide necessary number of PIC/VO's to support - 7 days/week, 10 hours/day operations**)

- **Pilot in Command/Drone Technician (Visual Observer – VO)**
- DJI Matrice 210 V2 equipped with a Z30 zoom camera and an XT thermal camera (primary aircraft)

- DJI Matrice 200 V1 equipped with a Z30 zoom camera (backup aircraft)

Chula Vista Police Department Headquarters – UAS/DFR Control Room (7 days/week, 10 hours/day)

- (2) Teleoperator (TO)/Police Officer

Typical Weekly Schedule:

Launch Site 1	SUN	MON	TUE	WED	THU	FRI	SAT
PIC VO 1	X	X	X	X			
PIC VO 2				X	X	X	X
TO 1	X	X	X	X			
TO 2				X	X	X	X

Flight Coverage Map

(City boundaries in red. Shaded areas are current flight operational areas)



Additional Phases – Optional & Additional Staffing & Aircraft Positioning

In additional phases, Chula Vista PD has the option to contract for additional Pilot in Command (PIC-VO)/Drone Technicians and expand operations to meet the law enforcement mission utilizing the same cost model proposed in Phase 1. Additional phases may include multiple launch sites and up to 24 hours per day, 7 days a week.

Standards, Certifications & Waivers

Standards:

14 CFR Part 107

Operation of small UAS (sUAS) weighing less than 55 pounds, for other than recreation or hobby purposes, is governed by 14 CFR part 107.

CJIS Security Policy

The CJIS Security Policy provides Criminal Justice Agencies (“CJA”) and Noncriminal Justice Agencies (“NCJA”) with a minimum set of security requirements for access to Federal Bureau of Investigation (“FBI”) Criminal Justice Information Services (“CJIS”) Division systems and information and to protect and safeguard Criminal Justice Information (“CJI”). <http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>.

Waivers:

UAS Part 107 COA - 2017-P107-WSA-12091 (Part 107 Certification)

- Effective Date: December 30, 2017 – June 30, 2018
- Class of Airspace: D & E
- At or Below: 400 feet Above Ground Level (AGL)
- Within the Area Depicted in Flight Coverage Map above
- Under Jurisdiction of: NOLF Imperial Beach, Southern California TRACON (SCT) and Brown FCT (SDM)
- Airport Identifiers: (NRS) (NZY) and (SDM)

UAS Part 91 COA - 2018-WSA-2448-COA (Visual Line of Sight - 3 Statute Miles)

- Effective Date: October 01, 2018 to September 30, 2020
- Class of Airspace: D, E & G
- At or Below: 400 feet Above Ground Level (AGL)
- Within the Area Depicted in Section Flight Coverage Map above
- Under Jurisdiction of: Southern CA Terminal Radar Approach Control (SCT), North Island Naval Air Station (NZY), Naval Outlying Landing Field Imperial Beach (NRS) and Brown Field Municipal Airport (SDM)

UAS Part 107.29 Daylight Operations - 107W-2016-01678 (Night Ops)

- Waived Regulation(s): 14 CFR 107.29 Daylight Operations
- Effective Date: February 9, 2017 to February 28, 2021
- Night small unmanned aircraft system (sUAS) operations

UAS Part 91 COA - 2019-WSA-3271-IPP-COA (Beyond Visual Line of Sight)

- Effective Date: March 15, 2019 to March 14, 2021
- Waived Regulation(s): 14 CFR 91.113(b) Right of Way Rules: Except over Water
- Class of Airspace: D, E & G
- At or Below: 400 feet Above Ground Level (AGL)
- Within the Area Depicted in Section Flight Coverage Map above
- Under Jurisdiction of: Southern CA Terminal Radar Approach Control (SCT), North Island Naval Air Station (NZY), Naval Outlying Landing Field Imperial Beach (NRS) and Brown Field Municipal Airport (SDM)

And any other certifications/waivers as may be approved by the FAA moving forward

Training Requirements

The Vendor shall develop a training plan to be approved by the Department Program Manager or designee. The Training Plan should include periodic training for all pilots when new rules and regulations are released.

Vendor may be invited to participate in Department provided training sessions at the sole discretion of the Department.

EVALUATION AND AWARD CRITERIA

Evaluation

The Department shall evaluate each responsive Proposal to determine which Proposal offers the best value to the Department. The firm offering the lowest overall price will not necessarily be awarded a contract.

Process for Award

The combined relative merit of the evaluation criteria listed below will be used in the selection of the Vendor. The Department may seek clarification of information submitted in response to this RFP. The Department may also make award without further discussion.

Optional Presentation/Demonstration

Interviews and/or flight demonstrations may be required. Any costs incurred for the interview of the key personnel and flight demonstrations are the responsibility of the Vendor.

Optional Discussions/Negotiations:

The Department has the right to accept the Vendor's Proposal as submitted, without discussion or negotiation. Vendors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals. The Vendor with the highest scoring Proposal may be asked to discuss and/or negotiate their Proposals with the Department to facilitate arrival at a Proposal that is most advantageous to the Department. Discussions/negotiations may include verbal and/or written clarifications in price, specifications, terms and conditions, quality, performance of the contract/statement of work, and any other aspect of this procurement.

Inspection

The Department reserves the right to inspect the Vendor's personnel training & certification documentation to determine if the Vendor personnel can fulfill this agreement. Should the Department conduct this inspection, the Department reserves the right to disqualify a Vendor who does not, in the Department's sole judgment, exhibit the ability to perform to this agreement.

Evaluation Panel

Based on the evaluation criteria, outlined below, all technical Proposals shall be evaluated and scored by the Department Evaluation Committee designated by the Department. Interviews may be requested from the Vendors to resolve uncertainties relating to their Proposals and to arrive at a complete agreement on all requirements. The Department Evaluation Committee, upon completion of evaluating the Proposals and any interviews or flight qualifications, will recommend to the City Purchasing Agent that award be made to the firm with the highest scoring Proposal.

The Department reserves the right to investigate the qualifications of all Vendors under consideration and to confirm any part of the information furnished by a Vendor, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

Evaluation Criteria

The following elements represent the evaluation criteria/point value that will be considered during the evaluation process. The Evaluation Committee recognizes this technology is an emerging industry and there may be varied responses submitted. All responsive Proposals will be evaluated and weighted in accordance with the evaluation factors specified below.

Responsiveness to the Request for Proposal (5 Points)

- 1) Requested information included and thoroughness of response.
- 2) Executive Summary, understanding of the program.
- 3) Clarity and brevity of the response.

Responses to Scope of Services (20 Points)

- 1) Technical aspects of the Proposal.
- 2) Conformity to City specifications and requirements.
- 3) Invoicing and reporting.
- 4) Any other responses required by the RFP.

Qualifications and Experience (25 Points)

- 1) Provide a company/corporation organizational chart of staffing, including years of tenure for staff.
- 2) Provide resumes for key personnel including, but not limited to, pilots and account representatives who will be assigned and dedicated to the City's account and shall not change the individuals without the prior approval of the City.
- 3) Provide pilots and account representatives who have the requisite experience in accounts of similar type, size and scope.
- 4) Clearly define what responsibilities these individuals will be charged with relative to the Contract.

Past Performance as Indicated by References (5 Points)

Equal Opportunity Contracting Program (EOCP) (pass/fail)

- 1) Commitment to Equal Opportunity, demonstrated by programs and hiring practices in employment and subcontracting.

Cost (30 Points)

- 1) Evaluation of Pricing

Interviews/Flight Demonstration (15 Points)

- 1) Evaluation of proposed pilots and have them demonstrate their skills

PRICE WORKBOOK INSTRUCTIONS

Cost Breakdown

The Vendor will provide a detailed breakdown of all costs required for the successful implementation and ongoing operation of the proposed solution within Attachment "C", Price Workbook. This Price Workbook will be sent in electronic format as part of the Business Proposal. The City encourages the Vendor to fully identify costs associated

with the proposed solution. To minimize or hedge on product costs will only serve to place the Vendor at a disadvantage. Only the City's Price Workbook will be accepted. Any deviations from the Price Workbook may result in the rejection of the Proposal as being non-responsive.

Pricing

Unless called for in the Agreement, no escalation factor is allowed. Any difference between the unit price and the extended price for that item shall be resolved in favor of the unit price. Any difference between the extended prices and the total Contract price shown for all items offered shall be resolved in favor of the extended prices.

Labor Costs

The Vendor shall propose a pricing schedule for labor categories that may be needed for piloting services over the duration of this contract. The Vendor must comply with the City's general prevailing rate of per diem wages and general rate for holiday and overtime for each craft, classification, or workman needed to execute this agreement. Reference "Section 1.34, Prevailing Wages".

Evaluation of Pricing

The maximum points in this category will be awarded to the proposed lowest monthly cost. All other responses will be scored based on the formula below. Only responsive submittals will be used in this calculation:

$$(1 - ((\text{Higher Proposed Cost} - \text{Lowest Proposed Cost}) / \text{Lowest Proposed Cost})) \times \text{Maximum Points} = \text{Points Received.}$$

For example, if the lowest proposed monthly cost of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total of another proposal is \$115 and the maximum allowable points is 20 points, then that proposal would receive $(1 - ((\$115 - \$100) / \$100)) \times 20 = 17$ points, or 85% of the maximum points. The lowest score that can be received for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

PROPOSAL INSTRUCTIONS AND FORMAT

Introduction

To be considered responsive to this RFP, Vendor must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The City reserves the right to request additional information that, in City's opinion, is necessary to assure that the Vendor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to contract.

Delivery of Proposals

All responses must be submitted through PlanetBids before the date and time identified in this RFP.

Proposal Submittal Deadline:

All responses must be submitted through PlanetBids before the date and time identified in this RFP (as specified on the cover page and Schedule of Events). LATE PROPOSALS WILL NOT BE ACCEPTED.

Proposals shall be labeled as follows:

Proposal
City of Chula Vista
UAS-DFR Program Support

Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Vendor's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT.

Proposal Format

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below, indexed, and tabbed.

Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Vendors' qualifications and Vendors' willingness to enter into a contract under the terms and conditions prescribed by the City Consultant Agreement. The letter should be signed by an individual who can bind the Vendor contractually.

Table of Contents

The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

Exceptions

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. In addition, the Vendor must list on an item-by-item basis and cross-reference any and all exceptions to the City's Process. If there are no exceptions, Vendor must expressly state that no exceptions are taken.

Proposal Content**Experience**

This section shall contain responses to the minimum Vendor qualifications included in "Section 3, Vendor Qualifications", of the RFP, general overview of the Vendor's qualifications, and shall include, but not be limited to, the following information:

- 1) Vendor name, address, telephone number and authorized representative(s).
- 2) Vendor shall identify the number of years of experience in providing UAS piloting service solutions similar in size and scope to that requested in this RFP.
- 3) Vendor References: Provide three (3) client references for which the Vendor has provided similar services. References shall include date and description of service, program location, dates of service, organization's name, contact person, title, address, and telephone number.

Personnel

Vendor shall identify the number of working employees who will be assigned to the worksite and identify the names of the account representative who shall be assigned to this program if a contract is awarded. Add resumes, etc., of key personnel assigned to the program.

Quality of the Solution Proposed

Vendor shall provide a detailed description of the approach or plan to be used in response to this RFP. The prepared plan should demonstrate an overall understanding of the Scope of Services to be performed and will be judged on clarity, comprehensiveness, and presentation of materials in a thorough and concise format.



Program Approach

The Vendor will include a comprehensive plan for completing all activities required in this RFP.

LIST OF ATTACHMENTS

- Attachment "A" Proposal and Offer to Contract**
- Attachment "B" City of Chula Vista General Provisions**
- Attachment "C" Price Workbook**
- Attachment "D" City of Chula Vista General Conditions**
- Attachment "E" City of Chula Vista 2 Party Agreement**



Attachment A

PROPOSAL & OFFER TO CONTRACT

The respondent, herein sometimes called consultant, contractor, vendor, or supplier submits a proposal/bid and offers to enter into a contract with the City of Chula Vista, herein called City, this January 10, 2020 as follows: This Proposal & Offer to Contract, subject to the specifications, terms and conditions, and General Provisions herein, when duly accepted by the City shall constitute a contract between the parties.

In consideration of the payments to be provided by the City, and in accordance with the conditions expressed in the bid forms and specifications attached, and by this reference incorporated herein, Vendor agrees to furnish Services as outlined in this RFP.

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL: _____

PRINT NAME _____ TITLE _____

SIGNATURE _____ DATE _____

Bids must be returned no later than 5:00 pm Pacific Standard Time on January 10, 2020. Late proposals will not be considered.



Attachment B**BID GENERAL PROVISIONS***Please Read Carefully**These Provisions Are a Part of Your Bid and any Contract Awarded*

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Chula Vista specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid, request for proposal, or request for quotation. A bidder may also be referred to as consultant, contractor, supplier, or vendor.

1. Prices

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error; the person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.

2. Bidder's Security

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City of Chula Vista, or a bidder's bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

3. Items Offered

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state or equal.

4. Brand Names

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. An equivalent (or equal) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

5. Samples

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City

6. Verify Quotations

Prices shall be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

7. Firm Prices

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Chula Vista shall receive the benefit of such decline.

8. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

9. Late Bids, Modifications, or Withdrawals

(a) Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the City determines that late receipt was due solely to City error.

(b) Modification of a successful bid that makes the terms of the bid more favorable to the City will be considered at any time.

10. Mistake in Bid

(a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by modifying or withdrawing the bid in accordance with Items 8 and 9 above.

(b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to bidder, bidder may request consideration be given to modifying the bid if it remains the lowest bid or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Purchasing Agent is final as regards acceptance or rejection of requests for correction of bids.

(c) A mistake in bid cannot be considered once a purchase order or contract is issued.

11. Signature

All bids shall be signed, and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

12. No Bids

If no bid is to be submitted, the bid should be marked No Bid and returned to maintain the bidder's name in the vendor file for future solicitations. A letter or postcard may be submitted. If a bidder fails to respond to a reasonable number of bids without returning a No Bid, the Purchasing Agent reserves the right to delete the bidder from the vendor file for future solicitations.

13. Alternative Proposals

To be responsive to the bid, bidder must submit a proposal that meets all specific bid requirements. Once bidder has proposed a product which is responsive to the specification, bidder may include with the bid any additional proposals or alternative products that bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.



(a) **Environmentally Preferable Purchasing (EPP)**

The City of Chula Vista defines Environmentally Preferable Purchasing (EPP) as the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or service that serve the same purpose. With few exceptions, environmentally preferable products shall only be purchased when determined to be cost-effective while considering a true cost during its lifecycle from use, management and disposal. EPP requires attention to numerous environmental considerations, including energy efficiency, postconsumer recycled content, water efficiency, low/zero hazardous substances and responsible manufacturing, to name just a few. Testing and evaluation of environmentally preferable products is one allowable exception and may be requested at any time during the solicitation process.

For more information, please consult the CalRecycle website at: <https://www.calrecycle.ca.gov/epp>.

14. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

15. Quality

Unless otherwise required in the specifications, all goods furnished shall be new and unused.

16. Litigation Warranty

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by The City of Chula Vista in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

17. Royalties, Licenses and Patents

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

18. Performance Standards

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

19. Warranties

(a) All material, labor or equipment provided under the contract shall be warranted by bidder and/or

manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception

- (b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. City may require bidder to post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

20. Addenda

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

21. Specifications to Prevail

The detailed requirements of the specifications shall supersede any conflicting reference in these General Provisions that are in conflict therewith.

22. Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City and County Sales Taxes. Do not include this tax in the amount bid. However, tax is to be added by the successful bidder to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of bids.

23. Conflict of Interest

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

24. Gratuities

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

25. Faithful Performance Bond

Successful bidder may be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City of Chula Vista, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event

that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

26. Insurance

Bidder shall provide proof of liability and property damage insurance prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$1,000,000 combined single limit (CSL), unless otherwise specified. The City of Chula Vista shall be named as an additional insured and thirty (30) days' notice of cancellation shall be indicated. Worker's Compensation coverage for each employee engaged in work on City premises is required. Bidder is solely responsible for all insurance premium payments.

27. Indemnification

Bidder shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or bidder's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

28. Award of Contract

- (a) Bids will be analyzed, and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) For the purpose of evaluating bids for multiple awards, the sum of \$100.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded under this solicitation, and individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.
- (e) Upon acceptance by the City of Chula Vista, the solicitation, bid, proposal, or price quotation and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause 28 or any related integrated agreement.

29. Bid Results

To obtain bid results, either (1) attend bid opening or (2) referencing bid number a bid tabulation will be emailed to you upon verification of extensions or (3) visit the Purchasing Department no sooner than three (3) working days after bid opening to review bid tabulation. Due to time constraints, bid results cannot be given out over the phone.

30. Protests

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after award recommendation. The unsuccessful bidder shall have the right to

appear at the City Council to protest any award to be confirmed by Council. Failure to submit a timely written protest to the Purchasing Agent shall bar consideration of such protest.

31. Documentation

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option the bid bond may be attached for damages suffered.

32. Discounts

- (a) Prompt payment discounts offered for payment within less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than 15 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

33. Seller's Invoice

Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

34. Inspection and Acceptance

Inspection and acceptance will be at destination unless specified otherwise and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

35. Lost and Damaged Shipments

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

36. Late Shipments

Bidder is responsible to notify the City department receiving the items and the Purchasing Agent of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

37. Document Ownership

- (a) All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.
- (b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this contract shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by bidder without infringing bidder's copyright or any license granted to City.

38. Advertisements, Product Endorsements

City employees and agencies or organizations funded by the City of Chula Vista are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Chula Vista has endorsed their product or service without the Purchasing Agent's prior written approval.

39. City Provisions to Prevail

Except as indicated in the specifications, the City's standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

40. Invalid Provisions

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

41. Amendments and Modifications

The Purchasing Agent may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

42. Assignment

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

43. Disputes

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Agent shall be final and conclusive, unless bidder requests mediation within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Agent's decision.

44. Mediation

Should an unresolved dispute arise out of this agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a Blindfold@ process.

The cost of mediation shall be borne equally by both parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the



maximum time is extended by both parties.

45. Lawful Performance

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

46. Business License

Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License. Section 5.02.20 states: *It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*

47. Annual Appropriation of Funds

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term, and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Purchasing Agent is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the lease or contract. The City has no monetary obligation in event of termination or reduction of a term contract since such contracts represent estimated quantities and is not funded as a contract except to the extent of the Purchase Orders issued.

48. Extension

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

49. Debarment

The Purchasing Agent may recommend to the City Council that the person or business be debarred from consideration for award of contracts. The period of debarment will be contingent upon the severity of cause. Causes for debarment include:

- (a) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty
- (b) Violation of contract provisions which is regarded by the Purchasing Agent to be so serious as to justify debarment action, including:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
 - (3) Two or more claims of computational error in bid submission within a two year period.
- (c) Debarment by another governmental entity.
- (d) Any other cause the Purchasing Agent deems to be so serious and compelling as to affect responsibility as a



City bidder. A bidder may be permanently debarred for the following causes:

- (1) Collusion in bidding.
- (2) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a contract or subcontract with the City of Chula Vista or in the performance of such contract or subcontract.
- (3) Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals.

50. Termination

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

51. Venue

This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the County of San Diego.

(REV October 2018)



Price Workbook RFP P15-19/20

Attachment C

	PHASE 1 (Current Solicitation)
Monthly Cost per Phase	One Launch Location Two Pilots/Drone Technicians (Each Pilot 40 Hours Per Week – Total of 80 Hours)
14 CFR Part 107 Certified Pilot / Drone Technician Monthly Cost	
Other Related Costs (Breakout Below)	
TOTAL MONTHLY COST----->	



Attachment D

GENERAL CONDITIONS

Award

It is the City's intent to award this contract to a single contractor based on the primary services (as outlined on PlanetBids). However; the city retains the ability to utilize alternate contractor/s in the event the awarded contractor is unable to provide services in the time outlined by the city. The award will be made to the lowest, responsive and responsible bidder who, in the City's sole judgement, has the necessary experience, skill, business standing, equipment, staffing, and financial stability to properly maintain the City's bid. The extent to which the respondent proposes to subcontract work will also be a consideration in award.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirely this RFP, if it is in the best interest of the City to do so. The City further reserves the right to waive any technicalities or minor irregularities in bids received. The City may require the selected respondent to participate in negotiations and to submit such price, technical or other revisions of their proposals as may result from negotiations. The City shall be the sole judge in determining award of contract.

Local Business Consideration

According to the Chula Vista Municipal Code, Chapter 2.56.090, letter G, In accordance with Section 1011 of the Charter, in the event two or more bids are received which are for the same total amount or unit price and in all other respects are equal, the contract shall be awarded to a local respondent. In the event, however, that such tie bids are all from vendors either wholly inside or all outside of the city, then the contract shall be awarded by drawing lots in public. In evaluating bids for award, the City of Chula Vista considers the 1% sales tax allocated back to the City from vendors located in Chula Vista.

Firm Prices

Prices shall remain firm for vehicles specifically listed for a minimum of ninety (90) days from the bid opening date.

PUBLIC DISCLOSURE

All proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255.

A cover letter should be provided with the Request for Bid containing a paragraph that states whether or not Vendor believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not Vendor considers such information to be confidential.

In the absence of a declaration, the City may be obligated to disclose the proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if City, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.

Payment Terms

Terms: _____% _____ Days

Prompt payment discounts offered for less than fifteen (15) days will *not* be considered in evaluating bids for award.



However, discounts offered of less than fifteen (15) days will be taken if payment is made by the City within the discount period. In the absence of terms, payment shall be Net Thirty (30) Days.

Payment Method

The City has changed its method of making payments from printed checks to electronic forms. The preferred method is the use of a Credit Card. Is your company authorized to accept payment made with the cards below?

American Express - Yes ____ No ____

MasterCard/VISA - Yes ____ No ____

Are there fees associated with accepting credit cards - _____

ACH/EFT

Bank Name: _____

Routing Number: _____

Account Type: Checking ____ Savings ____

Account Number: _____

Public Agency Participation

Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in any award as a result of this bid. The City of Chula Vista shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the successful respondent. This option will *not* be considered in bid evaluation. Please indicate whether this will be granted.

Yes _____ No _____

Business License

A Business License is required as outlined in the Chula Vista Municipal Code Section 5.02.020, which states: *It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*

Signature

This page must be completed and returned with proposal.

Date



Attachment E

THE CITY’S STANDARD 2-PARTY AGREEMENT FOR CONTRACTOR/SERVICE PROVIDER IS ATTACHED FOR REVIEW. THE CITY WILL CONSIDER ANY NOTED EXCEPTIONS WHILE MAKING THEIR SELECTION.

INSTRUCTIONS FOR COMPLETING THIS DOCUMENT:

1. EDIT ANY HIGHLIGHTED AREA IN THIS DOCUMENT. TO FIND THE NEXT AREA YOU CAN EDIT, CLICK THE “FIND NEXT REGION I CAN EDIT” BUTTON ON THE RIGHT. →
2. DELETE ALL INSTRUCTIONS AFTER READING, INCLUDING THESE.
3. DELETE INSTRUCTIONS THAT APPEAR AS A FOOTNOTE BY DELETING THE SUPERSCRIPIT NUMBER ASSOCIATED WITH THE FOOTNOTE (E.G. DELETE THE ¹ NEXT TO (“EFFECTIVE DATE”) IN THE INITIAL PARAGRAPH TO DELETE THE ASSOCIATED FOOTNOTE IN THE FOOTER).

**CITY OF CHULA VISTA
 CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
 WITH [COMPANY NAME]
 TO PROVIDE [SERVICES TO BE PROVIDED]**

This Agreement is entered into effective as of Enter Date (“Effective Date”)¹ by and between the City of Chula Vista, a chartered municipal corporation (“City”) and [Company], Entity Type (e.g. A California Corporation) (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, Enter Recitals To Describe Basis For Service – See example below ²; and

WHEREAS, Enter Recitals To Describe Contractor/Service Provider Selection Process – See example below ³; and

Enter Additional Recitals As Needed Or Delete This Line

¹ If City Council approved, insert date of City Council approval. Otherwise, insert a date no later than date Contractor’s work commences.

² For example: “WHEREAS, City requires _____ [e.g., landscape maintenance] services in order to _____ [e.g., maintain the public park];” and

³ For example: “WHEREAS, In order to procure these services City solicited proposals in accordance with Chula Vista Municipal Code Section _____ [2.56.080 for contracts exceeding \$100,000; 2.56.090 for contracts of \$100,000 or less; 2.56.110 for “professional services” e.g., architects, lawyers, engineers, environmental], received __ proposals, and selected Consultant as the most qualified amongst those submitting; and”
 [OR, if the project was sole-sourced]

“WHEREAS, In order to procure these services Contractor was chosen based on Contractor’s unique qualifications, including _____; on this basis, Contractor was awarded the contract on a “sole source” basis under the authority of Chula Vista Municipal Code Section _____ [2.56.070.B.4. for contracts approved by City Council; 2.56.090.B.3. for contracts approved at a staff level].”

[OR, if an alternative procurement process is used]

“WHEREAS, In order to procure these services Contractor was chosen _____.”

Consult with the City Attorney’s Office if none of these apply



WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.



1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the “holdback amount”). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider’s out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service

Providers/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Contractor/Service Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider’s obligations under this Section 4 is Contractor/Service Provider’s obligation to defend, at Contractor/Service Provider’s own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider’s Obligations Not Limited or Modified. Contractor/Service Provider’s obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider’s obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider’s other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider’s obligations under this Section 4.

4.6 Survival. Contractor/Service Provider’s obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of

Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or

patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

- 8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.
- 8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.
- 8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.
- 8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.
- 8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.
- 8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.
- 8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.



8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

(End of page. Next page is signature page.)



**SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

[COMPANY]

CITY OF CHULA VISTA

BY: _____
Enter Name Of Signatory
Enter Title Of Signatory

BY: _____
Choose a signatory.
Choose the signatory's title.

ATTEST⁴

BY:

Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY:

Glen R. Googins
City Attorney

⁴ Attestation signature only required if the Mayor signs the Agreement. If Mayor is not signing agreement, delete entire attestation signature block.

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

INSTRUCTIONS: ENTER INFORMATION AS REQUESTED. FOR SECTIONS THAT PROVIDE OPTIONS, SELECT THE CORRECT OPTION. IF YOU WISH TO ATTACH ADDITIONAL INFORMATION RELATED TO EXHIBIT A, PLEASE ATTACH AND LABEL AS EXHIBIT A, ATTACHMENT (1,2, ETC.) **DELETE OPTIONS NOT SELECTED AND ALL INSTRUCTIONS..**

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Enter City Staff Person Name
Enter Mailing Address
Enter Phone Number
Enter Email Address

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

[COMPANY]

Enter Mailing Address
Enter Phone Number
Enter Email Address

For Legal Notice Copy to:

Enter Contractor/Service Provider Staff Person Name
Enter Mailing Address
Enter Phone Number
Enter Email Address

2. Required Services

A. General Description:

Enter Summary Of Work To Be Performed (e.g. Contractor/Service Provider XYZ Will Provide Customer Service Trainings To City Staff)

B. Detailed Description:

Enter Detailed Information About Each Task To Be Performed, Including Task Description, Associated Deliverables, And Completion Date. May Be Written As Narrative Or Table, As Illustrated Below. Delete Table If Not Used.



Task	Description	Deliverables	Completion Date
1	Example: Conduct trainings for City staff	Provide copy of training materials, sign-in sheet and list of agreed-upon next steps	
2	Enter Additional Lines For Tasks As Needed; Delete Excess Lines		
3			
4			

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin Enter Date and end on Enter Date for completion of all Required Services.

4. Compensation: SELECT ONE OF THE FOLLOWING OPTIONS THEN DELETE ANY OPTION THAT IS NOT APPLICABLE, AS WELL AS THESE INSTRUCTIONS

A. Form of Compensation

The line item amounts for completion of the Required Services is reflected on the table below:

{INSERT BID SCHEDULE}

Payment. As full compensation for completion of the Required Services, the City shall pay Contractor for the quantity or percentage of line item of work actually performed in accordance with the Contract Documents. The City’s obligation to pay Contractor under this Agreement is subject to and may be offset by charges that apply to the Contractor under this Agreement.

Contractor shall honor the above line item unit costs through June 30, 2020.

B. Reimbursement of Costs

None, the compensation includes all costs

OR

Invoiced or agreed-upon amounts as follows:

Enter or Attach and Reference Any Agreed-Upon Cost Reimbursements

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through Enter End of Contract Date shall not exceed Enter Amount.

5. Special Provisions: CHECK ANY THAT APPLY OR SELECT “NONE,” AND DELETE ALL INSTRUCTIONS.

Permitted Sub-Contractor/Service Providers: List Permitted Sub-Contractor/Service Providers or Indicate “None”

Security for Performance: Contractor shall procure Performance and Labor and Material Bonds for the Required Services. Such bonds are to be issued by a Surety authorized to transact such business in the State of California and listed as approved by the United States Department of Treasury Circular 570 with an underwriting limitation sufficient to issue bonds in the amount required by the Agreement. Approved entities are listed on the United States Department of Treasury's website -www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm. Any renewal certificates required during the course of the Agreement must be renewed and received by the City within fifteen (15) days prior to expiration and must meet the same criteria. No substitutions shall be allowed.

DIR/Prevailing Wages. Contractor and its subcontractors of every tier shall comply with all Federal and State law prevailing wage requirements for all persons employed to perform the Required Services, including but not limited to payment of prevailing wages at the specified rates. The prevailing wage rates are determined by the Department of Industrial Relations (DIR) and are available at the City and on the DIR's website.

Prior to commencing the Required Services, the Contractor shall provide the City with a list of its subcontractors and the classifications and wages of workers that will be employed to perform the Required Services. If Contractor desires to modify the list during the term of the Agreement, Contractor shall immediately provide an updated list to the City. To verify compliance with State prevailing wage requirements, Contractor shall be registered with the DIR's online registration of contractors and shall furnish and submit certified payrolls and other required documentation directly to the DIR. Contractor and its subcontractors of every tier shall comply with all requirements of Labor Code section 1776.

This Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1771.4.

In addition to Federal and State law prevailing wage requirements, Contractor shall also comply with the following in its performance of the Required Services:

- Labor Code 1810: Hours in legal day's work;
- Labor Code 1813: Penalty for exceeding legal day's work; and
- Labor Code 1815: One and one-half time rate of pay.

Contractor acknowledges and agrees that a failure to comply with any requirements of this section authorizes the City to withhold payments under the Agreement. Nothing contained in, or not contained in, this section shall be construed to in any way limit Contractor's obligations to comply with any applicable Federal, State, or local law or regulation.

Employment of Apprentices

Contractor and its subcontractors of every tier shall comply with all requirements for employment of apprentices as provided by any applicable law or regulation, including but not limited to Labor Code sections 1777.5, 1777.6, and 1777.7. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the DIR.



Non-Collusion Affidavit. Prior to commencing the Required Services, Contractor shall provide a fully executed and properly notarized Non-Collusion Affidavit, in the form attached hereto and incorporated herein as Exhibit D.

Workers' Compensation Insurance Declaration. Prior to commencing the Required Services, Contractor shall provide a fully executed and properly notarized Workers' Compensation Insurance Declaration, in the form attached hereto and incorporated herein as Exhibit E.

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for Insert Number of Terms additional terms, defined as a one-year increment or Enter a Specific Date. if applicable. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to Insert Percentage of Increase or Actual Dollar Amount for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

Other: Describe Special Provisions (Delete Line If Not Applicable)

None



**EXHIBIT B
INSURANCE REQUIREMENTS**

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: ENTER ANY ADDITIONAL TERMS OR "NONE"



EXHIBIT C
CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act⁵ and the Chula Vista Conflict of Interest Code⁶ (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.⁷

- A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**⁸ from disclosure.
- B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the Contractor shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an

5 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

6 Chula Vista Municipal Code §§2.02.010-2.02.040.

7 Cal. Gov. Code §§53234, *et seq.*

8 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).



analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: *Enter City Staff Person’s Name*

**EXHIBIT D
NON-COLLUSION AFFIDAVIT**

To the City of Chula Vista, Director of Public Works:

The undersigned, in submitting a bid for performing the following work by Contract being duly sworn, deposes and says:

That he/she has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding and has not accepted any deposit from any subcontractor or material supplier through any bid depository, the by-laws, rules, and regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material supplier, which is not processed through said bid depository, or which prevent any subcontractor or material supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository in connection with this Contract.

Business Address

Company

Place of Residence

Signature of Bidder

(Attach Proper Notarization)



EXHIBIT E
WORKERS' COMPENSATION INSURANCE DECLARATION

Date: _____

I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this Contract.

Signature

Contractor

State Contractor's License No.

Address

City/State

Phone Number

(Attach Proper Notarization)