



**CITY OF CHULA VISTA  
TELECOMMUNICATIONS MASTER PLAN  
REQUEST FOR PROPOSALS (P01 – 17/18)**

Notice is hereby given that proposals will be received until **September 8, 2017 by 3:00pm**, Pacific Standard Time (PST), furnishing the City of Chula Vista with a:

**Telecommunications Master Plan (TMP) which ensures a suitable telecommunications infrastructure to further the City's vision of becoming a Smart City.**

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

All proposals must be submitted via the City's on-line purchasing portal, Planet Bids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=15381>. The City will not accept any responses which are not submitted via the City's on-line purchasing portal.

Questions related to the proposal should be sent to Victor De La Cruz, Procurement Services Analyst.

[vdelacruz@chulavistaca.gov](mailto:vdelacruz@chulavistaca.gov)

*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  
Telephone number: 619-409-5959  
[vdelacruz@chulavistaca.gov](mailto:vdelacruz@chulavistaca.gov)

**Estimated Proposal Timeline**

July 26, 2017 – RFP released  
August 14, 2017, 2:00 PM – Optional Pre-bid conference – Chula Vista Council Chambers  
August 21, 2017, 12:00 PM – Questions of/about RFP Due (Via Planet Bids)  
September 1, 2017, 3:00 PM – Responses to Questions Due (Via Planet Bids)  
September 8, 2017 3:00pm – **PROPOSALS DUE!!** Date and time to receive proposals (Via Planet Bids)

**PLANET BIDS REGISTRATION - MANDATORY**

All vendors who wish to participate in this Request for Proposal are required to register on the City's vendor registration portal, Planet Bids. The URL for Planet Bids is:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=15381>



There will be an **OPTIONAL** Pre-Bid meeting held on August 14<sup>th</sup>, 2:00 PM at the City of Chula Vista Council Chambers, Building A, 276 4<sup>th</sup> Avenue. During this pre-bid meeting we will go over the RFP document and answer questions. Questions and answers from this meeting will be posted on Planet Bids following the meeting.

**1. INTRODUCTION**

The City wishes to have a robust telecommunications infrastructure platform in order to further its goals of being a “Smart City”, whereby significant cost savings, system availability, and increased customer service can be achieved through the use of connective technologies to reduce power/water consumption, provide early warning for systems which are experiencing technical issues, enhance monitoring capabilities, remote sensing, providing public access to meaningful data (budget, public works projects, etc) and deploy new and possibly unknown technologies in the future to further the City’s Smart City endeavors.

**2. GENERAL INFORMATION**

The City of Chula Vista encompasses approximately 50 square miles in southern San Diego County. The City is located 7 miles south of the City of San Diego, and 7 miles North of the US/Mexico border. With a population of 268,000, the City of Chula Vista is the second largest city in San Diego County, and the 11<sup>th</sup> largest city in California. The City consists primarily of residential neighborhoods, historically delineated as Western and Eastern Chula Vista (Interstate 805 is the demarcation line between the two). Western Chula Vista is the older portion of the City, with mostly a grid type layout on mostly flat terrain. Eastern Chula Vista is primarily made up of master planned communities, with rolling hills and newer infrastructure.

The City of Chula Vista is a charter City and operates under a Council-Manager form of government. The City employs approximately 1,300 full and part-time employees in various disciplines including standard office environments. The City is considered a full-service City with Fire, Police, Public Works (Sewer) services. Water and Trash services are handled through separate agencies.

The City of Chula Vista has embarked on an ambitious Smart Cities vision. The goals of the Smart Cities vision are to:

- 1) Connect all City facilities, providing a secure, cost effective, redundant and flexible network infrastructure to meet current and future data/video/voice communication needs.
- 2) Provide a network infrastructure to enable the City to meet aggressive energy savings requirements for new expansive Bayfront development (see below for further information).
- 3) Provide a network infrastructure which facilitates innovation and economic development within the City.
- 4) Provide timely and accurate data to centralized location(s) from a myriad of sources including IoT devices, mobile units (Police, Fire, Public Works, etc), and other infrastructure in order to be able to maximize efficiency and make timely and accurate business management decisions.



- 5) Connect citizens to City services and provide access to data which will allow citizens to be more connected to their government. Further, the City envisions significantly reducing the “digital divide” providing access to the internet and City digital services to underserved communities.
- 6) To the extent practical, develop Public/Private partnerships to further the Smart Cities vision to utilize existing and future resources which will provide a Smart Cities framework which provides benefits to all partners involved in the Smart City vision.

The City has developed several key stakeholders to assist with our Smart City Vision. The City believes that the best way to meet our goals as a Smart City, we need to partner with various public/private partners in order to be able to be successful in providing a Smart Cities structure which has the highest chance for success in providing meaningful services to our citizens in a transformative manner. Currently, the City has started working with the following entities to further our goals:

- Local/State/Federal Governmental Agencies
- Telecommunications providers
- Technology Companies
- Non-profit groups specializing in Smart Cities endeavors

The City recognizes the need to further our reach to include other public/private partners including hospitals, local civic groups, and other interested parties.

### **3. CURRENT SIGNIFICANT PROJECTS**

The City has several significant developments going on within the City. Connectivity to these and other areas throughout Chula Vista are paramount in providing a complete Smart Cities vision.

#### **Bayfront Master Plan**

The City of Chula Vista and the San Diego Unified Port District are in the process of redeveloping 535 acres of land on the San Diego Bay. The Bayfront project is currently the largest “fully entitled” waterfront development project on the west coast of the United States. The project is guided by the Chula Vista Bayfront Master Plan (CVBMP) developed jointly through the City and Port of San Diego. The adopted master plan contains some of the following features:

- Creation of new public access opportunities, recreational amenities, and shoreline enhancements with a net gain of 62 acres of land to the public for parks, open space and lower-impact future development.
- Development of 3,100 new hotel rooms, 415,000 square feet of conference meeting space.
- 1,500 new high-rise residential units.
- 225,000sq.ft. of water-front visitor serving retail and 750,000 new office and commercial space.
- Replacement of formerly industrial land and warehouses east of the Chula Vista Marina with a dynamic mix of condominiums, retail shops, hotels, offices and public open spaces.



The CVBMP also includes a commitment by the city to incorporate specific sustainable development practices and advanced energy technologies through the following three goals 1) Reduce overall Bayfront energy use for the entire development by at least 50% percent 2) Reduce each building's energy use at least 15% below Title 24 the California Buildings Energy Efficiency Standards, and 3) Install on-site renewable energy generation to help meet the energy efficiency targets. The Bayfront project aims to be designed as a "smart city" that incorporates cutting-edge technologies to improve efficiency, sustainability, convenience, and citizen quality of life, and also contribute to local economic development. The project master plan will be implemented in four major phases over 24 years. The City is finalizing lease negotiations with the selected project developer and the design for Phase1 of the Bayfront project is anticipated to begin in 2017.

### **Millenia Urban Center**

Out in the eastern portion of the City, development of the Millenia urban center has begun. Millenia is a unique mixed-use hub that embodies the new shift towards lifestyle-centric living. A blend of activities, ages, and all the perks of a thriving community, intelligently designed into 80 walkable city blocks — about the size of downtown San Diego. It's the last piece of the puzzle in South County, and poised to become its civic, cultural and lifestyle center. Millenia is a 210-acre sustainable, pedestrian friendly, transit-oriented, urban-style community, now under construction. Designated a SANDAG Smart Growth Urban Center and certified under the LEED Neighborhood Development program, Millenia is planned for up to 3,000 multi-family residences, 2 million square feet of Class A office space on 30 acres, 1.5 million square feet of retail, hospitality, civic and mixed-use projects, six themed urban parks and a variety of tree-lined promenades, casual gathering places, bikeways, and plazas. Population at buildout will be approximately 7,500. The multi-billion-dollar development is estimated to take 20 years to complete.

Alongside the Millenia project is the City's proposed University project. The University project seeks to bring in an institution of higher education to anchor a development which takes the synergy of a college campus and combine it with high technology commercial endeavors.

### **Traffic Signal Communications Master Plan**

The City of Chula Vista recently completed the design and integration of a modernized Traffic Signal Communications Center (TSCC) and Traffic Management Center (TMC), as well as the creation of a citywide Traffic Signal Communications Master Plan. The Traffic Signal Communications Master Plan will serve as a guide to upgrade and complete the City's traffic signal communications network which will allow for the deployment of numerous Intelligent Transportation Systems (ITS) devices to support a more modern transportation system in the City. This work represents a continued effort by the City of Chula Vista to provide a proactive approach to traffic management to better service the public and citizens of Chula Vista. The recently completed Traffic Signal Communications Master Plan is included as *Attachment "A"*.



### **Autonomous Vehicle Proving Ground Designation**

In January 2017, the U.S. Department of Transportation designated the San Diego region as one of ten proving grounds for autonomous vehicles in the nation. The region has advanced features in its local transportation network and a global reputation as a high-tech hub for research and wireless innovations. A joint application between the San Diego Association of Governments (SANDAG), CalTrans, and the City of Chula Vista was submitted to the Federal Government for the designation. The successful application garnered support from major auto manufacturers and technology companies.

### **Bus Rapid Transit**

The City is also working closely with the Metropolitan Transit District on deployment of an innovative transportation network for dedicated bus routes throughout Chula Vista. The Bus Rapid Transit (BRT) initiative seeks to provide rail like capacity to our eastern portions of the city.

## **4. RECENTLY COMPLETED PROJECTS OF SIGNIFICANCE**

### **Computer Aided Dispatch**

The Chula Vista Police Department recently went “Live” on a new Computer Aided Dispatch platform. This new dispatch system replaced a nearly 20-year-old CAD system which had significant shortcomings for a City the size of Chula Vista. The new CAD system offers advanced Automatic Vehicle Location technology which incorporates geo-fencing features to assist dispatchers and officers in the field to recognize trouble areas via their mobile data computers. The system also integrates many Federal, State and local crime databases into one system which allows dispatchers to access pertinent crime/suspect information quickly, without having to independently accessing various divergent databases.

### **Smart Cities Strategic Action Plan**

The City recently completed the Smart Cities Strategic Action Plan which lays out the four primary overarching strategic goals for the City in our effort to become a Smart City. The strategic action plan revolves around four strategic goals: 1) Connected City; 2) Responsive City; 3) Transparent City; and 4) Innovative City. These four strategic goals set a framework for the entire Smart Cities effort for the City of Chula Vista. At the time of this writing, the completed plan is not available. *Once available, it will be sent to all participants via Planet Bids.*

### **City-wide Network Assessment Report**

The City has also recently completed a network study, looking at the core network infrastructure with recommendations on how to properly design and deploy networking equipment throughout the City’s datacenter (located in the Main Campus of City Hall) and remote facilities. Based on that study, the City will begin the redesign of the network topology and deployment of new networking equipment throughout our facilities within six months. The goal is to have a core network capable of handling the challenges that a future Smart City will bring. *See Attachment “B”.*

**Chula Vista Smart Bayfront Energy Technologies Assessment Report**

This assessment looked at the myriad of technology options available to the City to meet the various energy requirements of the Bayfront development project. *See Attachment "C".*

**Chula Vista Smart Bayfront Communications and Smart Infrastructure Report**

This report focused on the network communications and smart infrastructure technology options for the Bayfront development project. *See Attachment "D".*

**Fiber Optic System Assessment Report**

This report focused on fiber optic design considerations and future fiber partnership opportunities, as well as the associated impacts on the City's operational structure and future master planning initiatives. *See Attachment "E".*

**5. CITY INFRASTRUCTURE**

The City has the following facilities/infrastructure in place which we wish to be connected to our master telecommunications backbone:

- 1) City Hall Complex (3 buildings + Fire Station #1)
- 2) Three (3) City Libraries
- 3) Police Department Headquarters
- 4) Public Works Facility (4 Buildings)
- 5) Nine (9) Recreation Facilities
- 6) Nine (9) Fire Stations (Including Fire Station #1)
- 7) Chula Vista Elite Athlete Training Facility

Assets which will be contained on a segregated network(s):

- 8) 267 Traffic Signals
- 9) 9,502 Street Lights
- 10) Fourteen (14) Sewer Pump/Lift Stations
- 11) One (1) Storm Drain Pump Station
- 12) 58 Parks – Irrigation stations

The City currently provides connectivity to the sites mentioned above via a variety of telecommunication platforms including: Fiber, T-1 connections, broadband, cellular and telephone lines via third party vendor, and microwave/SCADA. The City completed a major upgrade of the SCADA system in 2016. The new SCADA system provides not only online, real-time and secure monitoring of all city pump stations, manholes, sewage tanks, and sprinkler systems, but also atmospheric sensors in areas that contain ozone- producing devices (such as tanks at the Living Coast Discovery Center), intrusion sensors, and pool chemistry monitoring.



## 6. SCOPE OF PROJECT

The City of Chula Vista is requesting proposals from qualified vendors/contractors to perform an analysis based on the City's current telecommunications infrastructure, and develop a comprehensive Telecommunications Master Plan which lays out a detailed action plan for the City to follow in order to be able to achieve our Smart Cities vision. The plan should provide recommendations, drawn out in priority order, or grouped in phases, in the following areas in order to meet the demanding and challenging data infrastructure needs to carry out the goals of our Smart Cities vision<sup>1</sup>:

- 1) Core Infrastructure – Determine networking infrastructure to connect City facilities within a redundant, cost effective and secure centralized network environment
- 2) Datacenter (s) – Assess current City Datacenter and make recommendations to achieve a datacenter which can best support the core infrastructure
- 3) LAN/MAN – Determine best configuration of city-wide LAN/MAN including appropriate security protocols; provide recommendations on utilizing a variety of network communications methods (City owned fiber, SCADA, Wireless, etc) in order to provide a redundant, cost effective and efficient communications network. This could include expanding City-owned fiber, public/private fiber sharing opportunities, alternative communications protocols such as SCADA/Wireless or a combination of any of the aforementioned communication methods. The City's future network should provide sufficient capacity to support Smart City initiatives with an opportunity to lease excess capacity.
- 4) Wifi – Determine appropriate enterprise WIFI infrastructure to support wireless devices throughout City facilities and key public spaces such as the Third Avenue Village corridor and other high pedestrian activity centers in the City (this relates to muni WIFI). The intention is to have a wifi system capable of supporting City operational needs, and provide some level of access to the public.
- 5) Telephony – Assess current City telephony configuration and make recommendations for upgrade of aging telephony equipment
- 6) Video – Determine best configuration of network to allow remote video surveillance and live-streaming capabilities from a variety of stationary and mobile video platforms. This could also include providing limited live video feeds to the public via City website/app.
- 7) Signage/Kiosks – Make recommendations on appropriate digital signage and kiosk platforms for a variety of applications including public access kiosks at City facilities as well as park/open space areas of the Bayfront
- 8) Sensor Networks – Determine appropriate network hardware/software platforms needed to support the deployment of IoT sensors ranging from video surveillance, lighting, traffic monitoring, air quality/weather monitoring, irrigation, sewer and other City related remote sensor products
- 9) Municipal Wireless System – Determine the feasibility of deploying a private municipal wireless communications system to provide secure data/voice capabilities to mobile applications (i.e. tablets, mobile data computers, smartphones, etc) for city employees.
- 10) O&M Costs– Training – Estimate Operations and Maintenance costs to deploy recommendations including estimated training costs
- 11) Long term Cost – Estimate long term costs/savings from deploying recommendations in report.

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<sup>1</sup> This list is by no means exhaustive and vendors are encouraged to add additional informational categories in order to provide a comprehensive Telecommunications Master Plan.



- 12) Current environment – Assess current Information Technology environment for suitability of engaging in this Smart Cities project; include recommendations for upgrade/change where appropriate.
- 13) Data Policies – Make recommendations as to appropriate policies concerning data acquired from various information technology platforms including data ownership and data sharing/privacy policies
- 14) Wireless Systems Security – Make recommendations on best practices for establishing secure city-owned wireless systems

There are seven key design requirements which the plan should address:

- 1) Scalability – Plan must be scalable and flexible to meet the ever changing technological and informational needs of the City. Options including, but not limited to, on premise, cloud, hybrid and cyber-physical cloud computing should be analyzed for compatibility to project. The plan must provide modularity, testability and reusability.
- 2) Performance – Plan should address minimum performance standards across all technologies including QoS and edge computing features to prioritize critical data traffic.
- 3) Interoperability – Plan should anticipate Open Standards to reduce or eliminate dependency on proprietary hardware or software systems. Plan should include a set of core standards and protocols augmented with application specific core standards and protocols.
- 4) Multipurpose – Plan should contemplate technologies handling various challenges without dependency on one to one, or one to few, (technology to challenge) solutions. Shared infrastructure and flexibility is a high priority.
- 5) Reliability – Plan should set forth reliability standards per technology and detail methodology to achieve a high availability platform.
- 6) Security – Plan should address industry standard security technologies and how they are applied throughout utilizing best practices.
- 7) Operations, Administration and Management – Plan should contemplate costs and staffing needed to be able to accomplish the goals/objectives of the Telecommunications Master Plan.

The Plan should also include the following Policies:

- 1) Open Data Policy – How data is to be shared outside of the City organization
- 2) Privacy Policy (Internal/External) – How personal data collected by the City is to be safeguarded
- 3) Data Ownership and Governance Policy – How data ownership is decided and how it is governed
- 4) SmartCity Readiness Guide for City Operations – Checklist of concepts/standards which should be utilized throughout the City by employees on all projects.
- 5) Dig Once Policy recommendation





## 7. PLAN CONTENTS

The City is seeking innovative solutions to a complex and resource intensive issue. The City expects this study to be accomplished in phases. It is anticipated that the contractor will provide a preliminary analysis including various options on how to make the TCMP work, options on how to achieve cost/risk/reward sharing among stakeholders, and options which maximize feasibility and sustainability. The final report should include:

- 1) Executive Summary
- 2) Detailed report of findings based on (although not limited to) items contained in Section 6 of this RFP including recommendations and estimated costs (capital, labor and O&M, long term costs, and return on investment analysis). Analysis should include a financial model for options for the City to share costs with key stakeholders where available.
- 3) Maps/exhibits depicting the existing City telecommunications network and future telecommunications network
- 4) Recommendations in priority order/phases of completion

*It is expected that contractor will make presentations on findings to Telecommunications Master Plan Evaluation Committee, City of Chula Vista Smart City Team, Executive Team and City Council.*

## 8. PROPOSAL CONTENTS

**Proposals shall include:**

- 1) Listing of companies participating in the project. The City of Chula Vista anticipates that contractors may team up to complete the Telecommunications Master Plan.
- 2) Names, titles and resumes of key personnel participating in the project. Please list individuals by specific portion of project which they will work on.
- 3) Detailed scope of work to be completed including milestones and anticipated completion dates of the project.
- 4) Detailed cost estimates of completing study including hourly rates, travel costs and other miscellaneous costs derived from completing project.
- 5) Copies of similar studies completed by your company within the last 5 years of similar scope and complexity (*You should redact customer names/references from samples if confidentiality is required. – Please contact Victor De La Cruz prior to the August 21, 2017 Questions deadline if there are specific issues with you providing studies*).

### **Proposal Form and Content Response**

To assist us in the evaluation process, the following information is **required** in your proposal:

- 1) Cover letter and introduction.
- 2) Methodology proposed
- 3) Experience (all proposed contractors)- related to services and other public-sector agencies
- 4) Client References (all proposed contractors) –
  - a. Provide a list of three to five of your customers of similar size or larger for whom you have performed similar services.



- b. For each client please provide the client name, mailing address, contact name, telephone number and services provided.
- 5) Vendor Information (all proposed contractors) – Provide information about your company/firm including:
  - a. Location
  - b. Number of years in business
    - i. Listing of similar projects conducted by company
- 6) Samples of substantially similar studies by vendor conducted within the past three years

#### List of Pages That Must be Signed and Returned with Your Proposal

Disclosure Statement

Proposal & offer to contract

Pricing Sheet

Any addendum issued must be signed, dated and returned with your proposal

#### 9. PROPOSAL TIMELINE

July 26, 2017 – RFP released

August 14, 2017, 2:00 PM – Optional Pre-bid conference – Chula Vista Council Chambers

August 21, 2017, 12:00 PM – Questions of/about RFP Due (Via Planet Bids)

September 1, 2017, 3:00 PM – Responses to Questions Due (Via Planet Bids)

September 8, 2017 3:00pm – **PROPOSALS DUE!!** Date and time to receive proposals (Via Planet Bids)

*Dates subject to change. All changes will be communicated via Planet Bids.*

#### Submission of Proposal

**ALL BID RESPONSES SHALL BE COMPLETED VIA THE CITIES ON-LINE PURCHASING PORTAL:**

**<https://www.planetbids.com/portal/portal.cfm?CompanyID=15381>**. Response documents may be in Microsoft Word/Excel or PDF format only (PC compatible only).

Your proposal should be submitted via Planet Bids by **September 8, 2017 3:00pm;**

**<https://www.planetbids.com/portal/portal.cfm?CompanyID=15381>**,

***Late proposals will not be accepted.***

Proposals may **NOT** be submitted by regular mail, courier, email or fax.

#### QUESTIONS

Any questions you may have pertaining to this Request for Proposal should be addressed with Victor De La Cruz via email. [vdelacruz@chulavistaca.gov](mailto:vdelacruz@chulavistaca.gov). Questions must be submitted no later than **August 21, 2017 at 3:00 pm**. Responses will be posted as an addendum to the proposal no later than **September 1, 2017 at 3:00 pm**. You will be notified by PlanetBids that an addendum is available and ready to be downloaded.

**10. PROPOSAL EVALUATION**

A committee will evaluate proposals submitted. During the evaluation process, the committee and the City of Chula Vista reserve the right to request additional information or clarification from vendors responding to this RFP. All proposals deemed responsive by the committee will be evaluated using the following criteria (listed in no particular order of importance or value of rating).

- Proposed services and methodology
- Responsiveness to request
- Project cost
- Experience as related to this request
- Client reference information

The City reserves the right to determine the value and importance of the ranking criteria at its sole discretion.

The objective of the committee's review is to evaluate and substantiate how the proposal meets the requirements of the City and to rank the proposals from least qualified to the most qualified in meeting the City's needs for this project. The evaluation period may include interviews with the top vendors to further delineate the proposals for suitability to the City.

Each vendor will be evaluated on the basis of capabilities described in its written proposal. The vendor that best matches the City of Chula Vista's objectives will be selected.

**11. ADDITIONAL INFORMATION****OWNERSHIP OF DOCUMENTS**

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced for this project shall be the sole and exclusive property of the City. No such materials or properties produced in whole or in part for this project shall be subject to private use, copyrights, or patent rights by Vendor without the express written consent of the City. The City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms, or other materials or properties produced for this project.

**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.

The cover letter of the proposal should contain 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.

## **Insurance**

Insurance requirements are outlined in below and will be required upon award of contract.

**(Continued Next Page)**



## **INSURANCE REQUIREMENTS FOR CONTRACTORS/SERVICE PROVIDERS**

**(Not for Professional Services or Construction Contracts)**

Contractor 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 the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the contractor 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.

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). Specifically, endorsement must not exclude Products / Completed Operations.

##### ***Primary Coverage***

For any claims related to this contract, the Contractor'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 Contractor's insurance and shall not contribute with it.

##### ***Notice of Cancellation***



Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***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.

***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. 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 Contractor'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.

***Special Risks or Circumstances***

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



## Disclosure Statement

Pursuant to City Council Policy 101-01, prior to any action on a matter that requires discretionary action by the City Council, Planning Commission or other official legislative body of the City, a statement of disclosure of certain ownerships, financial interests, payments, and campaign contributions must be filed. The following information must be disclosed:

1. List the names of all persons\* having a financial interest in the project that is the subject of the application, project or contract (e.g. owner, applicant, contractor, subcontractor, material supplier).

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2. If any person\* identified in section 1. is a corporation or partnership, list the names of all individuals with an investment of \$2000 or more in the entity.

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3. If any person\* identified in section 1. is a non-profit organization or trust, list the names of any person who is the director of the non-profit organization or the names of the trustee, beneficiary and trustor of the trust.

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4. Please identify every person,\* including any agents, employees, consultants, or independent contractors, whom you have authorized to represent you before the City in this matter.

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5. Has any person\* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, had any financial dealings with an official\*\* of the City of Chula Vista as it relates to this contract, project or application within the past 12 months? Yes\_\_\_\_ No\_\_\_\_

If Yes, briefly describe the nature of the financial interest the official\*\* may have in this contract.

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6. Has any person\* anyone identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, made a campaign contribution of more than \$250 within the



past twelve (12) months to an official of the City of Chula Vista? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, which official?

\_\_\_\_\_

7. Has any person\* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, provided more than \$460 (or an item of equivalent value) to an official\*\* of the City of Chula Vista in the past twelve (12) months? (This includes any payment that confers a personal benefit on the recipient, a rebate or discount in the price of anything of value, money to retire a legal debt, gift, loan, etc.) Yes\_\_\_\_\_ No\_\_\_\_\_

If Yes, which official\*\* and what was the nature of item provided?

\_\_\_\_\_

\_\_\_\_\_

8. Has any person\* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, been a source of income of \$500 or more to an official\*\* of the City of Chula Vista in the past twelve (12) months? Yes\_\_\_\_\_ No\_\_\_\_\_

If Yes, identify the official\*\* and the nature of the income provided?

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor/Applicant

\_\_\_\_\_  
Print or type name of Contractor/Applicant

This Disclosure Statement must be completed at the time the project application, or contract, is submitted to City staff for processing, and updated within one week prior to consideration by the legislative body.

\* Person is defined as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

\*\* Official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission, or committee of the City, and City employees or staff members.



**PROPOSAL & OFFER TO CONTRACT**

The respondent, herein sometimes called consultant, contractor, vendor, or supplier submits a proposal and offers to enter into a contract with the City of Chula Vista, herein called City, this (Date) 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 proposal forms and specifications attached, and by this reference incorporated herein, Consultant agrees to furnish the City with a Telecommunications Master Plan.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**City of Chula Vista:**Approved by: \_\_\_\_\_  
Gary Halbert, City Manager

Date: \_\_\_\_\_

**Approved as to form and legality:**\_\_\_\_\_  
Glen R. Googins, City Attorney**Business License**

Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License.

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**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 that 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.

**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 within 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.
- (c) 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 July 2015)



## SAMPLE TWO PARTY AGREEMENT

### CITY OF CHULA VISTA CONSULTANT SERVICES AGREEMENT WITH CITY OF CHULA VISTA TO PROVIDE [SERVICES TO BE PROVIDED]

This Agreement is entered into effective as of ENTER DATE ("Effective Date")<sup>2</sup> by and between the City of Chula Vista, a chartered municipal corporation ("City") and City of Chula Vista, ENTITY TYPE (e.g. XYZ Inc. a California Corporation) ("Consultant") (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 <sup>3</sup>; and

WHEREAS, ENTER RECITALS TO DESCRIBE CONSULTANT SELECTION PROCESS – See example below <sup>4</sup>; and

ENTER ADDITIONAL RECITALS AS NEEDED OR DELETE THIS LINE

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

<sup>2</sup> If City Council approved, insert date of City Council approval. Otherwise, insert a date no later than date Consultant's work commences.

<sup>3</sup> For example: "WHEREAS, City requires \_\_\_\_\_ [e.g., 'civil engineering'] services in order to \_\_\_\_\_ [e.g., design a new intersection at X and Y streets];" and

<sup>4</sup> 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 Consultant was chosen based on Consultant's unique qualifications, including \_\_\_\_\_; on this basis, Consultant 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 Consultant was chosen \_\_\_\_\_."



**[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 Consultant hereby agree as follows:

**1. SERVICES**

1.1 Required Services. Consultant 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 Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant 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 Consultant provide additional services related to the Required Services ("Additional Services"). If so, City and Consultant 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. Consultant 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 Consultant 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 Consultant or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement,





Consultant 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, Consultant 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, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City's information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Consultant 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 Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant'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 Consultant'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 Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 3. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant 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. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.



2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant 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 Consultant.

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

2.6 Exclusions. City shall not be responsible for payment to Consultant 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 Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant 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 Consultant of the terms of this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

### 3. INSURANCE

3.1 Required Insurance. Consultant 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. Consultant must include all sub-consultants/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-consultants 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 Consultant'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." Consultant'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 Consultant and in no way relieves Consultant 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 Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant 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, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant 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 Consultant 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 Consultant’s obligations under this Agreement, including Indemnity.

**3.12 Additional Coverage.** To the extent that insurance coverage provided by Consultant 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, Consultant 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 Consultant, 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 Consultant, 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 Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant'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, Consultant 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. Consultant's Obligations Not Limited or Modified. Consultant'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 Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

## 5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants 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, Consultant 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 Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, 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. Consultant 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 Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant 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 Consultant or Consultant's subcontractors. Consultant 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 Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant 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 Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant 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 Consultant 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, Consultant shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant'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 Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant 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. Consultant 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, Consultant 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, Consultant 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. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant 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 Consultant 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 Consultant, 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, Consultant 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 Consultant's unique qualifications and traits. Consultant 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 Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant 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, Consultant 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-consultants.

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. Consultant 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 Consultant or any of Consultant's officers, employees, or agents ("Consultant Related Individuals"), except as set forth in this Agreement. No Consultant 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 Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant 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  
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant 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.

CITY OF CHULA VISTA

CITY OF CHULA VISTA

BY: \_\_\_\_\_  
 ENTER NAME OF SIGNATORY  
 ENTER TITLE OF SIGNATORY

BY: \_\_\_\_\_  
 Choose a signatory.  
 Choose the signatory's title.

ATTEST<sup>5</sup>

\_\_\_\_\_

BY:

DONNA R. NORRIS, CMC  
 CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_

BY:

GLEN R. GOOGINS  
 CITY ATTORNEY

<sup>5</sup> 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 AND **DELETE OPTIONS NOT SELECTED, INCLUDING 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@ci.chula-vista.ca.us

- B. Consultant Contract Administration:  
**CITY OF CHULA VISTA**  
ENTER MAILING ADDRESS  
ENTER PHONE NUMBER  
ENTER EMAIL ADDRESS

For Legal Notice Copy to:  
ENTER CONSULTANT 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. Consultant XYZ will provide Customer Service trainings to City staff)

- B. Detailed Description:  
ENTER DETAILED INFORMATION INCLUDING CONDITIONS, TIME FOR COMPLETION,



DELIVERABLES AND SCHEDULE (MAY BE WRITTEN AS NARRATIVE OR TABLE, AS ILLUSTRATED BELOW)

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			

C. Date for completion of all Required Services: ENTER DATE

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

A. Form of Compensation

☐ Single Fixed Fee. For performance of all of the Required Services by Consultant as herein required, City shall pay a single fixed fee of \$ENTER CONTRACT AMOUNT, upon completion, to City's satisfaction, of such services.

OR

☐ Fixed Fee Paid Increments. For the performance of each phase or portion of the Required Services by Consultant, as are separately identified above, City shall pay the fixed fee associated with each phase of service, in the amounts and at the times or milestones or deliverables set forth.

Phase	Deliverable	Amount

OR

☐ Time and Materials. For performance of the Defined Services by Consultant as herein required, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of said Services, at the rates or amounts as indicated below:



ENTER APPLICABLE RATES

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

**4. Special Provisions: CHECK ANY THAT APPLY OR SELECT "NONE," AND DELETE ALL INSTRUCTIONS.**

☐ Permitted Sub-consultants: LIST PERMITTED SUB-CONSULTANTS (DELETE LINE IF NOT APPLICABLE)

☐ Security for Performance: SEE CITY ATTORNEY (DELETE LINE IF NOT APPLICABLE)

☐ Other: DESCRIBE SPECIAL PROVISIONS (DELETE LINE IF NOT APPLICABLE)

☐ None



**EXHIBIT B  
INSURANCE REQUIREMENTS  
CONTRACTORS/SERVICE PROVIDERS**

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NOTED IN RFP DOCUMENT RFP01-17/18**



### EXHIBIT C CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act<sup>6</sup> and the Chula Vista Conflict of Interest Code<sup>7</sup> ("Code") require designated state and local government officials, including some consultants, 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, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.<sup>8</sup>

#### 1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of "Consultant," 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 analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant 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.

#### APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

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

Name	Email Address	Applicable Designation
Enter Name	Enter email address	<input type="checkbox"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> (select one or more of the above categories under which the consultant shall file): <div style="text-align: center;"> <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. </div> Justification: <input type="checkbox"/> <b>C. Excluded from Disclosure</b>

<sup>6</sup> Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

<sup>7</sup> Chula Vista Municipal Code §§2.02.010-2.02.040.

<sup>8</sup> Cal. Gov. Code §§53234, *et seq.*



Enter Name	Enter email address	<input type="checkbox"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> <i>(select one or more of the above categories under which the consultant shall file):</i> <div style="display: flex; justify-content: space-around;"> <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.         </div> Justification: <input type="checkbox"/> <b>C. Excluded from Disclosure</b>
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Completed by: Enter Name (Add additional pages, as needed.)

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