



## **REQUEST FOR PROPOSALS**

**#2024-01**

### **City of Vacaville Public Transit On-Demand Service Software Solution**

RFP Release

June 5, 2024

Proposal Submittal Due Date

June 12, 2024

at 5:00PM

*To*

Tateyana Hendricks, Administrative Technician II

City of Vacaville

Public Works Department

[Tateyana.Hendricks@cityofvacaville.com](mailto:Tateyana.Hendricks@cityofvacaville.com)

**All referenced documents for this project can be downloaded at:**

<https://www.citycoach.com/>

## A. INTRODUCTION

Vacaville is a city of 101,918 residents located 52 miles north-east of San Francisco. Vacaville City Coach is a municipal bus transit system operated by the City of Vacaville's Public Works Department. All aspects of City Coach's management, planning, and marketing are conducted by City of Vacaville employees. Transit operations are contracted through a service agreement with Transdev.

Beyond our Fixed Route service, Vacaville City Coach operates an on-demand service for Paratransit and the general public using ten (10) Ford Transit vans. The current max peak is four to five (4-5) vans.

Vacaville City Coach seeks to enhance its on-demand service by introducing a mobile application that will allow riders to request transportation. This service aims to provide a convenient, efficient, and accessible transportation option for the residents and visitors of Vacaville, enhancing the overall user experience. To achieve this objective, Vacaville City Coach is seeking proposals from qualified technology providers to develop, implement, and support a comprehensive solution that includes a rider app, a driver app, and an online dispatch website.

## B. SCOPE OF WORK

It is envisioned that this system, at a minimum, would include a customer-facing smartphone application, a driver-facing application, a backend system to monitor and modify trip requests, and a data portal to run reports and extract data. The solution must ensure minimal wait times and provide an algorithm for efficient dispatch to optimize the service for both riders and drivers.

**Rider App:** A user-friendly mobile application that allows riders to request on-demand transportation services. Features should include:

1. Real-time tracking
  - a) Receive trip updates and notifications via app notifications, SMS, and/ or phone call
  - b) Visually see the vehicle driving to them on the app
  - c) Display and update estimated pick-up and arrival times
2. Fare estimation
3. Clipper Card payment processing (This is dependent upon when/ if Cubic has the API for Clipper ready)
  - a) Issue and receive a Clipper account balance check via the API, at the time of booking, to confirm that the Clipper account is valid and has sufficient balance or a valid fare product for the trip
  - b) Issue a payment request via the API for the value of the trip to the Clipper system upon the passenger being successfully picked up
  - c) Issue a Clipper account credit via the API
4. Trip modification (change destination, cancel the trip, etc)
5. Advanced trip booking
6. Alert riders about above-average wait times
7. Submit notes to the driver relevant to their pick-up including mobility devices
8. Ability to indicate they are traveling with a child, personal care attendant, etc.

**Driver App:** A mobile application for drivers that facilitates the efficient dispatch of on-demand ride requests. Features should include:

1. Ride request notifications, notifications should not block navigation
2. Turn by turn navigation support
3. Communication with dispatch
4. Ability to perform trips out of order
5. Ability to track when the vehicle lift was used for passengers
6. Ability to add or edit passenger information (number of passengers, fare category, mobility aids, etc)
7. Ability to edit the amount of fare received
8. Ability to unarrive and rearrive trips

**Admin/ Dispatch portal:** An online platform for Vacaville City Coach's dispatch and Admin team to schedule, manage on-demand rides, create reports, and view trip analytics. The portal should offer:

1. Real-time monitoring of the fleet
2. Ride analytics
3. Ride subscriptions for paratransit riders
  - a) Automatically dispatch subscription trips regularly based on subscription dates and times.
4. Customer support features
  - a) Live chat with human customer support agents
5. Tracks odometer mileage per run
  - a) Reports vehicle service hours/miles calculated from the first passenger pick up to the last passenger drop off
  - b) Reports total vehicle hours/miles calculated from pull out to pull in.
6. Track passenger count
  - a) Total Passengers
  - b) Passengers per vehicle service hour/ mile
7. Dispatchers can manually change the order of pick-ups and drop-offs in a run
8. Dispatchers can manually assign trips to vehicles of their choice
9. Dispatchers can update trip details in real-time without canceling a trip
10. Dispatchers can schedule trips in advance and for immediate dispatch
11. Dispatchers can add and edit client information
12. Manifest format is customizable and can be downloaded in PDF form
13. Trip data can be exported to a third-party reporting software
  - a) Work with our third-party vendor to regularly export all trip data collected by the software into our reporting software.

### **Training, Implementation, Marketing, Customer service, etc**

1. On-site hands-on training of City and Contractor staff by an experienced trainer who has extensive knowledge of the applications.
2. On-site launch support during the first few days/week of implementation
3. System configuration to ensure the applications work the way we need them to
4. Assist with marketing to educate our customers about this new service by offering templates, flyers, how-to videos, etc.

5. Quick and responsive customer service
  - a) provide help via live chat, call center, email, etc.
6. Vendor-maintained and hosted cloud server for applications

### C. Proposal Requirements

Proposals should be no longer than 20 pages and include the following components:

1. **Company Overview:** Provide background information, including company history, expertise in mobile and web application development, and experience with on-demand transportation services.
2. **Technical Approach:** Outline the proposed solution, including technology stack, architecture, app features, and integration with existing Vacaville City Coach Reporting systems.
3. **Implementation Plan:** Detail the project timeline, including key milestones, testing phases, and launch strategy.
4. **Support and Maintenance:** Describe the support and maintenance plan to ensure the long-term success and reliability of the solution.
5. **Cost Proposal:** Provide a detailed cost proposal that includes development, implementation, training, support, and maintenance costs.
6. **References:** Include case studies or local references from similar projects in California.

### D. Submission Guidelines

Proposals must be submitted by June 12<sup>th</sup> 2024 to [Tateyana.Hendricks@cityofvacaville.com](mailto:Tateyana.Hendricks@cityofvacaville.com)

Questions regarding this RFP should be directed to Tateyana Hendricks, [Tateyana.Hendricks@cityofvacaville.com](mailto:Tateyana.Hendricks@cityofvacaville.com)

Only proposals received as of the proposal due date and time will be considered timely. Proposals and modifications received after the time set for the bid due date will be rejected as late.

It is the responsibility of the Respondent to confirm their submission was received.

Proposals will be up to 20 pages and clearly articulate how those services identified in the scope of work will be provided, provide costs for services, vendor qualifications, experience, references, and all of the information requested herein. Proprietary data or trade secrets should be clearly identified as such in your proposal.

### E. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

<b>Company Overview (20 Points possible)</b>	
<b>History and Background:</b> Detailed account of the company’s inception, growth, and key achievements	/5

<b>Expertise in Mobile and Web Application Development:</b> Specific examples of past projects and technologies used, demonstrating proficiency in app development.	/5
<b>Experience with On-Demand Transportation Services:</b> Evidence of previous work in the on-demand transportation sector, highlighting relevant experience and success.	/10
<b>Category Total</b>	<b>/20</b>
<b>Technical Approach (25 Points possible)</b>	
<b>Technology Stack and Architecture:</b> Clarity and suitability of the proposed technology stack and architectural framework.	/10
<b>App Features:</b> Innovation, relevance, and comprehensiveness of the application features.	/10
<b>Integration with Existing Systems:</b> Practical approach to integrate seamlessly with Vacaville City Coach Reporting systems.	/5
<b>Category Total</b>	<b>/25</b>
<b>Implementation Plan (20 Points possible)</b>	
<b>Project Timeline and Milestones:</b> Realistic timeline with clearly defined milestones and critical checkpoints.	/10
<b>Testing Phases:</b> Detailed testing strategy to ensure functionality, security, and performance.	/5
<b>Launch Strategy:</b> Effective and well-planned launch strategy to maximize adoption and minimize disruptions.	/5
<b>Category Total</b>	<b>/20</b>
<b>Support and Maintenance (15 Points possible)</b>	
<b>Long-Term Support Plan:</b> Comprehensive support and maintenance strategy to handle potential issues and ensure continuous operation.	/10
<b>Reliability Measures:</b> Specific measures and technologies used to ensure the reliability and performance of the application over time.	/5
<b>Category Total</b>	<b>/15</b>

<b>Cost Proposal (10 Points Possible)</b>	
<b>Detail and Transparency:</b> Clear, itemized breakdown of all costs involved, including development, implementation, training, support, and maintenance.	/5
<b>Cost Effectiveness:</b> Overall value for money, considering the features, benefits, and long-term support offered by the proposal.	/5
<b>Category Total</b>	<b>/10</b>
<b>References (10 Points Possible)</b>	
<b>Relevance of Case Studies:</b> Pertinence and impact of provided case studies or references, particularly those related to similar projects in California.	/5
<b>Strength of References:</b> Credibility and authority of references, reflecting successful previous engagements and client satisfaction.	/5
<b>Category Total</b>	<b>/10</b>
<b>Grand Total</b>	<b>/100</b>

The City reserves the right, at its sole discretion, to take any of the following actions: waive informalities of minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Required information to be submitted in the proposal must be current, complete and accurate. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, at the sole discretion of the City. False, incomplete, misleading, or unresponsive statements in a proposal may also be sufficient cause for a proposal’s rejection. The City reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

The City reserves the right to select the proposal which in its sole judgment best meets the needs of the City. ***The lowest proposed cost is not the sole criterion for recommending contract award.***

**F. CITY CONTACTS**

All communication regarding the Scope of Work or proposal process should be in writing and directed to Tateyana Hendricks, Administrative Technician II at:  
[Tateyana.Hendricks@cityofvacaville.com](mailto:Tateyana.Hendricks@cityofvacaville.com).

**G. ESTIMATED SCHEDULE**

<b>Date</b>	<b>Milestone</b>
June 5, 2024	Release RFP
June 12, 2024	Proposals Due
June 17, 2024	Panel Meets to Screen Proposals
June 21, 2024	Award of Contract
August 1, 2024	Start of Work

**H. Responses**

Respondents must submit their responses and all required information and forms by the submittal deadline. Responses failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

**Modification of Responses**

Any Respondent who wishes to make modifications to a response already received by City must withdraw their response in order to make the modifications. All modifications must be made on-line, properly by Respondent’s authorized representative, executed, and submitted in accordance with the terms and conditions of this RFP. It is the responsibility of Respondent to ensure that modified responses are resubmitted before the Submittal Deadline.

**Examination of the Request for Proposals**

Respondents should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror. Respondents shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal

**RFP Response**

Respondents must submit their response and all information and forms by the submittal deadline. Respondents should keep copies of their submittals for future reference.

**Costs Incurred in Responding**

The City will not pay any costs incurred in RFP preparation, presentation, demonstration, or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all RFIs, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the City of Vacaville when received by the City and may be considered public information under applicable law. The City assumes no liability for any costs incurred by respondents throughout the entire selection process.

**Confidential and Proprietary Data**

All materials received relative to this RFP will be kept confidential, until such time an agreement is presented, and the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the City may be obligated to provide a copy of any and all responses to this Request for Proposals, if such requests are made after the contract is awarded. One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the respondent's competitive position. If any respondent believes that information contained in its response to this Request for Proposals should be protected from disclosure, the respondent MUST specifically mark the pages of the response that contains the information. The City will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

## **I. GENERAL PROVISIONS**

1. In submitting a proposal, proposers must comply with the performance criteria as set forth in these instructions. All proposals will be reviewed thoroughly prior to any selection to determine if proposers have met all criteria in these proposal conditions. It is essential that proposers read each of the sections carefully and take action where necessary.
2. The award of a contract or contracts under this Request for Proposals (RFP) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A City Evaluation Committee will review and screen proposals. Proposers submitting responsive proposals may be invited for a subsequent interview and contract negotiation at their own expense.
3. City reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
4. Progress Reports and Payments: Payment will be made on a calendar-month basis in arrears, based on the hours and expenses for the month invoiced. Invoices will be accompanied by a progress report summarizing work completed during the month and the number of hours provided by each staff person, as well as appropriate documentation for any expenses charged to the project.
5. Non-collusion affidavit: The consultant declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the consultant has not directly or indirectly induced or solicited any other consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any revenue audit consultant or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the auditor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the financial advisor or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other revenue audit consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the



proposal are true; and, further, that the consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. EEOC: By submitting a proposal, the consultant certifies that: a) the consultant does not discriminate against any employee or applicant for employment because of race, religion, sex, age, creed, color disability or national origin; b) the consultant is in compliance with all Executive Orders and federal, state, and local laws regarding fair employment practices and non-discrimination in employment; and c) the consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

## **J. PROTESTS**

In the event a bidder or proposer desires to protest an award, protests shall be resolved in keeping with the City of Vacaville City Purchasing Policy and Procedures Manual. Per City of Vacaville Purchasing Policy and Procedures Manual:

### **1. Definitions**

The following terms as may be used in this section are defined below:

1. "Proposal" refers to an offer or proposal as used in the context of a Request for Proposal.
2. "Day" refers to working day of the CITY, Monday through Friday, 8:30 a.m. - 5 p.m.
3. "Date of Notification of Award" refers to the calendar date that the CITY places in the US Mail an official letter informing each submitting Proposer which bidding firm, corporation, partnership or individual was awarded the purchase contract.
4. "File" or "submit" refers to date of receipt by CITY of protest materials.
5. "Interested Party" means an actual or prospective Proposer whose direct economic interest would be affected by the award of Agreement, or by failure to award Agreement.
6. "Protester" refers to interested party filing a protest or appeal.

### **2. Right to Protest**

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Buyer or Director of Finance or designee. The protest shall be submitted in writing within ten (10) days after such person knows or should have known the facts giving rise to the protest. ***Protests and appeals which are not submitted in accordance with these procedures will not be considered by the City.***

Bid protests must follow the procedures and the timeline described below. Bidders will be advised of these procedures in contract specifications, as well as at the pre-bid conference, if applicable.

#### **Bid protests will not be considered for the following reasons:**

- Bidder's failure to follow bid protest procedures (i.e. content and time requirements).
- After the contract award is finalized.

- Claims lacking merit.

These procedures will apply to all types of procurement actions undertaken by the City, with the exception of capital improvement bids. The City follows the State of California Bid Protest Regulations for capital improvement bids.

Protests of award must be filed in writing with CITY at:

City of Vacaville  
Administrative Services Department  
650 Merchant Street  
Vacaville, CA 95688  
Attn: Bid Protest

Protest shall:

1. Include the name and address of the Protester.
2. Identify the subject proposal/project.
3. Provide a statement of the grounds for protest.
4. Include all relevant information and supporting documentation.

In the case of a protest concerning the content and/or procedures relating to a Request for Proposal (RFP), CITY shall review the protest and render a decision addressing each issue raised in the protest within five (5) days. This decision shall be disseminated in an addendum to the RFP.

***CITY's decision shall be final.***

### **3. Authority to Resolve Protests**

The Buyer shall review all bid protests and communicate his or her decision in writing to the Director of Finance or designee. If a protest is not resolved to the satisfaction of the aggrieved, the aggrieved may appeal to the Director of Finance or designee to present his or her grievance.

Protests shall be submitted to the Director of Finance or designee within ten (10) days of a written decision of the Buyer. The Director of Finance or designee shall review and resolve the appeal. The aggrieved party may appeal the decision of the Director of Finance or designee to the City Manager or designee. A request for this action must be made in writing within ten (10) days of the date of the decision of the Director of Finance or designee.

Except in cases where the project is Federal Transit Administration (FTA) funded, the decision of the City Manager or designee regarding the protest and the award of contract shall be final and shall be given in writing and submitted to the protestor.

### **4. Stay of Procurements during Protest**

An aggrieved party may request a stay of award prior to award of the contract. Upon notification of a request for a stay to the Buyer, the proposed acquisition or award shall not proceed until the protest has been resolved, unless the City Manager or designee makes a written determination that continuation of the bid process or the award of the contract without delay is necessary to protect life, health, safety, or property of the citizens of Vacaville.

## **Attachments**

Attachment 1: City of Vacaville Public Transit On Demand Service Solution  
Contractor Agreement (SAMPLE)

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF VACAVILLE AND**

**FOR**

On-Demand Service Software Solution

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the CITY OF VACAVILLE, a municipal corporation (hereinafter "CITY"), and \_\_\_\_\_, a California corporation, (hereinafter "CONTRACTOR").

**RECITALS**

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.**

CONTRACTOR shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be from *(check one)*:

the date of this AGREEMENT last written below to \_\_\_\_\_, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

to \_\_\_\_\_, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

**SECTION 3. SCHEDULE OF PERFORMANCE.**

The services of CONTRACTOR are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

**SECTION 4. COMPENSATION.**

The compensation to be paid to CONTRACTOR, including both payment for professional services and reimbursable expenses, shall not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_). The rate and schedule of payment are set out in EXHIBIT D, entitled "COMPENSATION", which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.**

Each month, CONTRACTOR shall furnish to CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures permitted hereunder.

**SECTION 6. INDEPENDENT CONTRACTOR.**

It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees), in the performance of the work and services agreed to be performed by CONTRACTOR, shall act as and be an independent contractor and not an agent or employee of CITY; and, as an independent contractor, neither CONTRACTOR nor CONTRACTOR's employees shall have any rights to retirement benefits or other benefits that accrue to CITY's employees and CONTRACTOR hereby expressly waives any claim it or its employees may have to any such benefits or rights.

**SECTION 7. ASSIGNABILITY.**

The parties agree that the expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. CONTRACTOR shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONTRACTOR's obligations hereunder, without the prior written consent of CITY, and any attempt by CONTRACTOR to so assign or transfer this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 8. INDEMNIFICATION AND WAIVER OF SUBROGATION.**

A. INDEMNITY.

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities,

claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by CITY's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of CONTRACTOR, its officers, employees, subconsultants, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not CITY accepted or approved any service or work product performed or provided by CONTRACTOR hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to CITY's negligence or willful misconduct, CITY shall pay the portion of damages which is allocated to CITY's negligence or willful misconduct, provided that CITY shall not be liable for any passive negligence of CITY, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by CONTRACTOR.

**B. OBLIGATION TO DEFEND.**

CONTRACTOR shall, upon CITY's request, defend with counsel approved by CITY (which approval shall not be unreasonably withheld), at CONTRACTOR's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONTRACTOR, its officers, employees, subconsultants, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not such action, claim, suit, cause of action or portion thereof is well founded or lacking in merit.

**C. INSURANCE POLICIES; TERMINATION.**

Acceptance of insurance certificates or endorsements required under EXHIBIT E of this AGREEMENT does not relieve CONTRACTOR from liability under this SECTION 8 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of CONTRACTOR's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

**SECTION 9. INSURANCE REQUIREMENTS.**

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the Insurance obligations contained in this agreement. CONTRACTOR agrees to have and maintain the policies of insurance set forth in EXHIBIT E, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by CITY's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by CITY's Risk Management. CONTRACTOR agrees to provide CITY project manager with a copy of said policies, endorsements, certificates and/or binders before work commences under this AGREEMENT. The policies shall include a waiver of subrogation endorsement by which CONTRACTOR's insurer agrees to waive all rights of subrogation against CITY, its officers, officials, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY.

**SECTION 10. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in any way against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in connection with or related to the performance of this AGREEMENT.

**SECTION 11. TERMINATION.**

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONTRACTOR fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, CITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

D. CITY's Director of \_\_\_\_\_ or his/her authorized designee is empowered to terminate this AGREEMENT on behalf of CITY.

E. In the event of termination, CONTRACTOR shall deliver to CITY copies of all reports, documents, and other work performed by CONTRACTOR under this AGREEMENT and, upon receipt thereof, CITY shall pay CONTRACTOR for the reasonable value of services performed to the date of termination.

**SECTION 12. GOVERNING LAW.**

CITY and CONTRACTOR agree that the law governing this AGREEMENT shall be that of the State of California.

**SECTION 13. COMPLIANCE WITH LAWS.**

CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 14. CONFIDENTIAL INFORMATION.**

All data, documents, discussions, or other information developed or received by or for CONTRACTOR in the performance of this AGREEMENT are confidential and not to be disclosed to any person except with the prior written permission of CITY, or as required by law.

**SECTION 15. OWNERSHIP OF MATERIALS.**

All reports, documents or other materials developed or discovered by CONTRACTOR or any other person engaged directly or indirectly by CONTRACTOR to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use by CITY.

**SECTION 16. WAIVER.**

CONTRACTOR agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this AGREEMENT.



**SECTION 17. CONTRACTOR'S BOOKS AND RECORDS.**

A. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this AGREEMENT.

B. CONTRACTOR shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at any time during regular business hours upon written request by CITY's City Attorney, City Manager, or a designated representative of either of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONTRACTOR's address indicated for receipt of notices in this AGREEMENT.

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR's business, CITY may, by written request by any of the above-named officers, require that custody of such records and documents be given to CITY and that such records and documents shall be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest during regular business hours.

**SECTION 18. CONFLICT OF INTEREST.**

CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in the performance of this AGREEMENT.

**SECTION 19. SPECIAL PROVISIONS.**

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

**SECTION 20. NOTICES.**

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

**TO CITY:** Lori DaMassa, Project Manager  
City of Vacaville  
650 Merchant Street  
Vacaville, CA 95688  
ATTENTION: Lori DaMassa

**TO CONTRACTOR:**

,  
ATTENTION:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**SECTION 21. CLAIMS AGAINST THE CITY.**

In the event any claim or cause of action is brought against the CITY by CONSULTANT, its officers, employees, subconsultants, subcontractors, or agents in connection with the performance or nonperformance or arising out of or in any way connected to this AGREEMENT or the duties and obligations contemplated herein, CONSULTANT, its officers, employees, subconsultants, subcontractors, or agents must comply with Vacaville Municipal Code (VMC) Chapter 1.10, as may be amended from time to time. Any claims arising out of or in any way connected to this AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein must be presented in writing to the CITY no later than six (6) months after the

accrual of the cause of action and such claims shall be governed by the provisions of VMC Chapter 1.10, as may be amended from time to time. No lawsuit, complaint, or cause of action arising out of or in any way connected with the AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein may be brought against the CITY, or any officer, employee, board, commission, or authority of the CITY, until a written claim has been presented to the CITY Council (by and through the CITY Clerk) and has been acted upon or has been deemed to have been rejected by the CITY.

**SECTION 22. VENUE.**

In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

**SECTION 23. INTERPRETATION.**

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

**SECTION 24. SIGNATOR'S WARRANTY.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

**SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

**WITNESS THE EXECUTION HEREOF** on the day and year last written below.

APPROVED AS TO FORM:

"CITY"

Melinda C.H. Stewart, City Attorney

CITY OF VACAVILLE, a municipal corporation

By: \_\_\_\_\_  
[Insert Name and Title]

By: \_\_\_\_\_  
[Insert Name and Title]

Dated: \_\_\_\_\_

"CONTRACTOR"

[Insert company name and form of business, e.g. "XYZ COMPANY, a New York corporation"]

By: \_\_\_\_\_  
[Insert Name and Title]

Dated: \_\_\_\_\_

**EXHIBIT A**

**RECITALS**

WHEREAS, CITY desires to obtain contract services to \_\_\_\_\_ ; and

WHEREAS, \_\_\_\_\_ has the necessary professional expertise and skill to perform such services.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain \_\_\_\_\_ as CONTRACTOR to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

**EXHIBIT B**

**SCOPE OF SERVICES**

**EXHIBIT C**

**SCHEDULE OF PERFORMANCE**

Work shall commence immediately upon execution of this AGREEMENT and shall be performed in accordance with the schedule set forth below. The time for completion is .

**EXHIBIT D**

**COMPENSATION**

CITY agrees to compensate CONTRACTOR \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) for professional services performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONTRACTOR under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ). CONTRACTOR shall not be entitled to any additional compensation unless CITY, after receiving written notice from CONTRACTOR, approves in writing such additional compensation.

Reimbursable expenses shall include the reasonable cost of: \_\_\_\_\_ .



## EXHIBIT E

### INSURANCE

In all instances where CONTRACTOR or its representatives will provide services to CITY, it shall be a requirement under this AGREEMENT that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this AGREEMENT; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum insurance requirements of this AGREEMENT are sufficient to cover the obligations of the CONTRACTOR under this AGREEMENT.

CONTRACTOR shall procure and maintain insurance against claims for injuries to persons, damage to property or economic losses which may arise from or in connection with the performance of the work hereunder and the results of that work by CONTRACTOR, its agents, representatives, employees or subcontractors.

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General and Auto Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General and Automobile Liability insurance to either CONTRACTOR or CITY with respect to the services of CONTRACTOR herein, a waiver of any right to subrogation, which any such insurer of said CONTRACTOR may acquire against CITY by virtue of the payment of any loss under such insurance.

Original signed certificates and separate policy endorsements naming the City of Vacaville as Additional Insured for general liability, and a waiver of subrogation for Workers' Compensation shall be received and approved by CITY before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability Insurance coverage (ISO Occurrence Form CG 0001).
2. Original and separate Additional Insured Endorsements for General Liability On-Going Operations (ISO Form CG 20 10).
3. Original and separate Endorsement for Primary and Non-Contributory insurance coverage (ISO Form CG20 01).
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
5. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
6. Original and separate Waiver of Subrogation for Workers' Compensation Insurance.
7. Technology Liability or Errors and Omissions coverage applicable to CONTRACTOR's profession.

Required Coverage	Minimum Limits
<p>General Liability <i>(primary and excess limits combined)</i></p>	<p><b>Minimum coverage \$ 2,000,000 per occurrence and \$ 4,000,000 aggregate.</b></p> <p>Includes coverage for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit.</b></p> <p>Policy shall be endorsed to name the City of Vacaville as Additional Insured per the conditions detailed below.</p>
<p>Automobile Liability</p>	<p><b>\$1,000,000</b> per occurrence for bodily injury and property damage.</p>
<p>Workers' Compensation and Employers' Liability</p>	<p>Statutory limits as required by the State of California including Workers' Compensation and \$1,000,000 Employers' Liability per accident, per employee for bodily Employers' Liability injury or disease. If CONSULTANT is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.</p> <p>If CONTRACTOR is not required by the State of California to carry Workers' Compensation and Employer's Liability, CONSULTANT agrees to complete the Workers' Compensation Declaration provided by CITY. CONTRACTOR agrees if their Workers' Compensation requirement status changes while CONTRACTOR is performing work under this contract, CONTRACTOR will provide City evidence of such Workers' Compensation coverage in compliance with the terms of our contractual agreement.</p>
<p>Technology Liability or Errors &amp; Omissions Liability</p>	<p>Minimum coverage <b>\$1,000,000</b> per claim and <b>\$2,000,000</b> aggregate (on a claims made basis) with coverage appropriate to CONTRACTOR's profession and this scope of work.</p>
Required Policy Conditions	
<p>Additional Insured Endorsement - On-Going Operations</p>	<p>The City of Vacaville, its officers, officials, employees, agents and volunteers are to be named as Additional Insured for all liability arising out of, or in any way caused, in whole or in part, actively or passively, by the named insured in the performance of this AGREEMENT. All coverage available to the named insured shall also be available and applicable to the CITY as Additional Insured.</p>

	<b><i>Additional Insured On-Going Operations Coverage shall be at least as broad as ISO Form CG 20 10 04 13.</i></b>
Primary and Noncontributory Endorsement	The Additional Insured coverage under the CONTRACTOR's policy shall be Primary and Noncontributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as <b>ISO Form CG 20 01 04 13.</b>
A. M. Best Rating	A-: VII or better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide prompt notice to CITY.
Waiver of Subrogation Endorsement	CONTRACTOR's insurer will provide a Waiver of Subrogation endorsement in favor of CITY for Workers Compensation coverage during the life of this AGREEMENT.
Deductibles and Self-Insured Retentions	<ol style="list-style-type: none"> <li>1. All deductibles and self-insured retentions (SIR) greater than \$50,000 must be disclosed to and approved by CITY's Risk Management and shall not reduce the limits of liability.</li> <li>2. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.</li> <li>3. At the option of CITY either the insurer shall reduce or eliminate such deductibles or SIR as respects CITY; or CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or SIR retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</li> </ol>

**Umbrella/Excess Liability Policies**

The limits of insurance required in this AGREEMENT may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall be at least as broad as specified for the underlying coverages and cover those insured in the underlying policies. Any umbrella or excess insurance shall also apply on a Primary and Noncontributory basis for the benefit of the CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Claims-Made Policies**

If any insurance policy is written on a claims-made form, the following conditions apply: 1) the retroactive date must be shown and must be before the date of this AGREEMENT, 2) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this AGREEMENT, CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

**Subcontractors**

CONTRACTOR shall include the following language in their agreement with subcontractors: "Subcontractor agrees to be bound to the general contractor and the City of Vacaville in the same manner and to the same extent as the general contractor is bound to City of Vacaville under the Contract Documents. Subcontractor further agrees to include the same indemnity and insurance provisions contained in the City Contract Document, to the extent they apply to the scope of the sub-subcontractor's work. A copy of the CITY Contract Document indemnity and insurance provisions will be furnished to subcontractor upon request."

CONTRACTOR is responsible for verifying subcontractors' insurance policies and endorsements. CONTRACTOR agrees to furnish to CITY upon request proof of insurance coverage for CONTRACTOR's subcontractors.

CONTRACTOR agrees to defend and indemnify CITY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this AGREEMENT. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

#### **Verification of Coverage**

All original certificates and endorsements shall be received and approved by CITY *before work may begin*. CITY reserves the right to obtain full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Original insurance certificates and required policy endorsements shall be mailed, or delivered to CITY's Project Manager.** Insurance certificates and endorsements may be emailed or faxed to CITY's Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to CITY's Project Manager once emailed or faxed.

CITY's Project Manager

NAME: Lori DaMassa, Management Analyst II

ADDRESS: 1001 Allison Dr. Vacaville, CA. 95687

EMAIL: Lori.DaMassa@Cityofvacaville.com

PHONE: 707-469-6575

#### **Continuous Coverage**

CONTRACTOR shall maintain the required insurance for a period of at least one hundred and eighty (180) days (except as required under Claims-Made Policies) after final payment has been made by CITY to CONTRACTOR pursuant to this AGREEMENT. Should CONTRACTOR cease to have insurance as required during this time, all work by CONTRACTOR pursuant to this AGREEMENT shall cease until insurance acceptable to CITY is provided.

**Maintenance of proper insurance coverage is a material element of this AGREEMENT. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by CITY as a material breach of this AGREEMENT.** In the event that CONTRACTOR fails to comply with CITY's insurance requirements, CITY may

take such action as it deems necessary to protect CITY's interests. Such action may include but is not limited to termination of this AGREEMENT, withholding of payments, or other actions as CITY deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by CITY, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to CITY's Project Manager.**

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

**EXHIBIT F**

**SPECIAL PROVISIONS**

*Check one:*

- There are no special provisions.
  
- The special provisions to this AGREEMENT are as follows: