



**REQUEST FOR PROPOSAL
FOR**

Athletic Officials for Adult Softball Programs

SUBMIT TO:

Robin Berry, Administrative Analyst
7000 Bollinger Canyon Road
San Ramon, CA 94583
www.sanramon.ca.gov

**DEADLINE FOR PROPOSAL SUBMITTAL:
December 15, 2017 at 5:00 pm**

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1. Notice to Proposers

Notice is hereby given that the City of San Ramon will receive proposals at the Office of the City Clerk, 7000 Bollinger Canyon Road, San Ramon, CA 94583 for:

Athletic Officials for Adult Softball Programs

The City of San Ramon, hereinafter ("CITY") is seeking proposals from qualified vendors to provide softball officials for athletic programs managed by the Parks and Community Services Department. It is the CITY's intent to enter into a contractual agreement with the CONTRACTOR.

Please email any pertinent questions regarding this proposal to: Robin Berry, Administrative Analyst at rberry@sanramon.ca.gov. Questions will not be taken by any other City staff via phone, email or otherwise during the big process; this is in order to ensure a fair and equal opportunity for all proposers.

This RFP and any questions and answers will be posted to the City's website at:

<http://www.sanramon.ca.gov/miscagenda/rfp.htm>

Proposals and sealed bids will be received via email, regular mail or hand delivery to the City of San Ramon until 5:00pm, Friday December 15, 2017 at the City of San Ramon, 7000 Bollinger Canyon Road, San Ramon, CA 94583.

All bids and supporting documents will become the property of the City of San Ramon and upon selection of the successful Proposer and before award of the contract, all bids and supporting documents will become public records and subject to disclosure as required by the California Public Records Act.

Each Proposer shall send an email with their proposal in electronic form as an attachment, or may mail or hand deliver one (1) original copy and three (3) copies of their Bid Proposal in a sealed envelope properly marked to the RFP Coordinator listed above (Robin Berry, Administrative Analyst.) Envelopes should be labeled: "Athletic Officials for Adult Softball Programs Proposal."

The City of San Ramon reserves the right to reject any or all proposals and/or submittals received as the public good may require. Specifications are on file in the office of the Parks & Community Services Department.

Authorized Signature: _____



Date: 10/24/17

Eric Figueroa
Director
Parks & Community Service Department

2. Introduction

The City of San Ramon, hereinafter (“CITY”) is seeking proposals from qualified vendors to provide league officials for adult softball programs managed by the Parks and Community Services Department. Any qualified supplier who would like to submit a proposal for such services should follow the listed instructions and format outlined in this Request for Proposal (RFP.) The City shall competitively solicit bids through this RFP process and award contracts to the most responsive and responsible bidder. The City is considering a multi-year agreement for three (3) or more years.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or has failed to perform in any previous contract with the City.

The City reserves the right to:

- Change and/or modify any and all RFP project elements, requirements and schedules;
- Claim all responses received to the RFP as City property;
- Refuse to award a contract or to pay any cost incurred in the preparation of the proposal;
- Evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process;
- Modify, suspend or terminate, at its sole discretion, any and all aspects of the RFP process to obtain further information from any and all Contractors and to waive any defects as to form or content of the RFP;
- Require a service provider to participate in negotiations and submit additional information or other revisions to the service provider’s proposal;
- Make all RFP responses (except financial and proprietary information) a matter of public record and be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service provider’s firm, or any immediate family member or contractor or subcontractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of the contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not limited to, involvement in the reasoning, planning, and/or drafting of solicitations for bids and RFPs feasibility studies, master plans or preliminary discussion or negotiations.

3. Background and Project Overview

The City of San Ramon offers recreation activities to citizens in numerous sports, including adult softball, that require trained officials. The offerings include softball leagues for adults during several seasons each year. Organization and registration for these participants is handled by the staff of the Parks and Community Services Department, as is the scheduling and maintenance/management of the physical facilities.

The City is seeking a CONTRACTOR to recruit, train, supervise, schedule and in general, provide a sufficient number of athletic officials for its adult softball programs as determined by the Program Manager of the City's Sports Division.

CONTRACTOR will:

- Provide, select, train and schedule officials for the Parks and Community Services adult softball program
- Supply all materials, labor and equipment to perform Professional Adult Softball Officiating Services
- Abide by all rules and regulations of the City and its adult softball leagues
- Only schedule officials that are registered members and insured through USA Softball

4. Scope of Work

4.1 General Description

The scope of services for this proposal will include the components listed below. However, respondents are not limited to the components presented. Proposers are encouraged to expand on the suggested components and approach, and/or include supplemental information relevant to the proposal and the vendor's qualifications.

Contractor must provide officials for adult games that generally follow a 10-week regular season plus a week of playoffs. The exception is Fall, which is a shorter 6-week regular season plus a week of playoffs. Games are scheduled Mondays-Thursdays with a minimum of 2 games per night, and a maximum of 11. There are a varying number of teams in multiple leagues. The City will require 2 officials per game.

4.2 Season Schedule / Number of Game

Play Season	Months	# of weeks*	Min/Max # of games per night	Avg # of games per night	# of Officials per game	Total # of matches per season	Days of the week scheduled
SPRING	Mar-Apr	11	2-11	3-6	2	231	Mon-Thurs
SUMMER	Jun-Sep	11	2-11	3-6	2	231	Mon-Thurs
FALL	Sep-Oct	7	2-9	3-6	2	198	Mon-Thurs

* The number of weeks in Spring and Summer include 10 weeks of regular play and 1 week of playoffs.
The number of weeks in Fall includes 6 weeks of regular play and 1 week of playoffs.

4.3 Game Locations and Schedule

Games are held at Central Park and Rancho San Ramon. Typical game times are 6:20pm, 7:35pm, and 8:50pm. Tuesday and Wednesday night games may start as early as 5:15pm. The number of games per evening and the start times of each may vary depending on the number of teams registered in each league. Final game schedules will be provided to the Contractor a week before the start of each season.

Season	Mondays	Tuesdays	Wednesdays	Thursdays
Spring <i>(Mid-March through May)</i>	Field 1: Up to 3 games Field 2: Up to 3 games	Field 1: Up to 3 games Field 2: Up to 3 games	Field 1: Up to 4 games Field 2: Up to 4 games Field 3: Up to 3 games	Field 1: Up to 3 games Field 2: Up to 3 games
Summer <i>(June-Early September)</i>	Field 1: Up to 3 games Field 2: Up to 3 games	Field 1: Up to 3 games Field 2: Up to 3 games	Field 1: Up to 4 games Field 2: Up to 4 games Field 3: Up to 3 games	Field 1: Up to 3 games Field 2: Up to 3 games
Fall <i>(Mid-September through October)</i>	Field 1: Up to 3 games Field 2: Up to 3 games	Field 1: Up to 3 games Field 2: Up to 3 games	Field 1: Up to 3 games Field 2: Up to 3 games Field 3: Up to 3 games	Field 1: Up to 3 games Field 2: Up to 3 games

4.4 Contract Period

The successful Contractor's services shall begin on February 28, 2018 and shall be completed by February 27, 2020.

If the Contractor is either unwilling or unable to provide services beyond a certain timeframe (or for any future years) please indicate this in the response.

4.5 Pricing

The prospective Contractor shall provide a proposed total fixed fee for all work specified in Scope of Work to be paid by the City. This fee should be broken down as a rate per match, per official, as indicated in the below chart. Please include any requirement for pay rate increases (ie., inflation, etc) over time. Please fill in the chart in your response with your proposed rates.

As a point of reference, the current rate for officials is \$24 per match.

Officials Rate of Pay Per Match (Billable to CITY)		
	1 Official	2 Officials
Regular Season Game		
Playoff and Championship Games		

4.6 Training / Certification

The prospective Contractor shall provide only officials who are registered members and insured through USA Softball. All games will be officiated according to the rules of USA Softball and/or any other applicable local rules.

4.7 Other Requirements

The prospective Contractor shall be responsible for scheduling Officials and securing substitutes as necessary.

5. Proposal Submission Requirements

5.1 General Instructions

Proposals should be prepared simply and provide a straightforward, concise description of the Vendor's company, qualifications, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

5.2 Proposal Format

A signed transmittal letter accompanying the proposal must be from an officer or employee having the authority to bind the Contractor by signature.

Proposals should be presented and labeled in the following manner:

1. Transmittal Letter: To include legal name of Contractor firm and form of business (ie., corporation, LLC, etc), address, phone and email address.
2. Company Information, Background: A description of the Contractor organization, type of business, year established, etc.
3. Company Qualifications
 - a. Brief resumes for the Project Principal or Manager and any employees or sub-contractors who will be managing the services under this contract, identifying their qualifications and experience.
 - b. Listing of all officials that your agency represents, including the level of play they are qualified to officiate, documentation of the training they have received, and the number of year experience of each official.
 - c. List of Clients, examples of similar work, or current work in progress
 - d. Statement of ability/sufficient staff resources to schedule an adequate number of officials within the time periods for each season (per the chart provided in the Scope of Work)
4. Operating Policies
 - a. Development plan showing your firm's continuing training for athletic officials
 - b. How often does your association meet with its members
 - c. Description of your firm's procedures for notifications regarding scheduling and cancellations

- d. How your firm handles discipline (ie., late, no shows, out of uniform) and performance review for both newly hired and returning officials
 - e. How your firm recruits new officials
 - f. Dress code for officials
 - g. What type of background checks, if any, are performed on officials
5. Customer Service
- a. Description of how your firms handles customer complaints
6. Pricing
- a. Please include the completed chart as presented in Scope of Work
 - b. Indicate any additional costs or optional items
7. References
- a. Please provide three (3) references from past performance in this type of service with names and phone numbers of contact persons

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

6. Proposal Evaluation

The Parks and Community Services Team will review all proposals to determine which vendors have qualified for consideration. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Following the initial review, the evaluators will complete a detailed review of vendor proposals. Proposals will be evaluated based on the following criteria:

- Quality, clarity, and responsiveness of proposal
- Ability to provide the number of officials needed
- Demonstrated ability to work in a cooperative and collaborative manner with clients
- Anticipated value and price
- Company longevity and stability
- References
- Ability to prepare and execute a contract in a timely manner

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals are complete. If clarifications are made as a result of such discussion, the Vendor shall put such clarifications in writing.

7. General Requirements

7.4 Legislative Policies / Administrative Requirements

7.4.1 Insurance

CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONTRACTOR's bid.

- a. **Required Insurance.** CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR's sole cost and expense:
- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) with a minimum coverage of two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate, or combined single limit in the amount of five million dollars (\$5,000,000) per occurrence, for bodily or personal injury to, illness of, or death of persons, and damage to property.
 - ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
 - iii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against the CITY, its officers, agents, employees and volunteers for losses arising from work performed by the CONTRACTOR for the CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

1. The CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premise owned, occupied or used by CONTRACTOR; or automobile owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on CG20 10 11 85 (or more recent) form and/or CA 20 48 form.

2. For any claims related to this project, CONTRACTOR’S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR’S insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.

4. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period;

5. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability (cross liability endorsement);

6. Expressly provide that the CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for the CITY;

7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

8. Certificate Holder. The certificate holder shall be the same person and have the address as indicated in Paragraph 18 (Notices) of this Agreement.

9. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

a. Verification of Coverage

CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

b. Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverage for subcontractors shall be subject to all of the requirements stated herein.

- c. ***Insurer's Qualifications.*** All insurance required under this section and all renewals of this contract shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.
- d. ***Remedy.*** If CONTRACTOR fails to insure or fails to furnish to CITY upon notice to do any such policy or certified copy and certificate thereof as required, CITY, in addition to any other remedy provided by law, shall have the right from time to time to effect such insurance for the benefit of CONTRACTOR or CITY or both of them and all premiums paid by CITY shall be payable by CONTRACTOR as an Additional Service Fee on demand. This remedy is cumulative in addition to and not exclusive of all other remedies available under contract or law including but not limited to termination of contract.

7.4.2 Conflict of Interest

The following protections against conflict of interest will be upheld:

1. CONTRACTOR certifies that no member, officer, or employee of the CITY or its designees or agents, and no other public official of the CITY, who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in the Agreement, or in its proceeds during his/her tenure or for one year thereafter.
2. CONTRACTOR shall immediately notify the CITY of any real or possible conflict of interest between work performed for the CITY and for other clients served by the CONTRACTOR.
3. CONTRACTOR warrants and represents, to the best of its present knowledge, that no public official or employee of the CITY who has been involved in the making of this Agreement, or who is a member of a CITY board or commission which has been involved in the making of this Agreement, whether in an advisory or decision making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. CONTRACTOR shall exercise due diligence to ensure that no such official will receive such an interest.
4. CONTRACTOR further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by CONTRACTOR to CITY, that (1) no public official of CITY who has participated in the decision making concerning this Agreement, or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in CONTRACTOR or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For

purposes of this paragraph, an official is deemed to have an “economic interest” in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$1,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$1,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$250 the previous year. CONTRACTOR agrees to promptly disclose to CITY in writing any information it may receive concerning any such potential conflict of interest. CONTRACTOR’S attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 897100 *et seq.*) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*).

5. CONTRACTOR understands that in some cases CONTRACTOR or persons associated with CONTRACTOR may be deemed a “City officer” or “public official” for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. CONTRACTOR further understands that as a public officer or official, CONTRACTOR or persons associated with CONTRACTOR may be disqualified from future CITY contracts to the extent that CONTRACTOR is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
6. CONTRACTOR shall incorporate, or cause to be incorporated into all subcontracts for work to be performed under this Agreement, a provision governing conflict of interest in substantially the same form set forth herein.

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

In addition to the rights and remedies otherwise available to the CITY under this Agreement and under federal, state and local law, CONTRACTOR understands and agrees that, if the CITY reasonably determines that CONTRACTOR has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the CITY may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by CONTRACTOR to the CITY of any amounts disbursed under this Agreement. In addition, the CITY may suspend payments or terminate this Agreement whether or not CONTRACTOR is responsible for the conflict of interest situation.

7.4.3 Business Registration

It shall be the responsibility of the CONTRACTOR to maintain all licenses, permits and certifications as required by federal, state and local laws, regulations, codes or ordinances for the performance of this contract. CONTRACTOR shall provide copies of any required documents in effect prior to the contract going before the City Council for

approval. CONTRACTOR shall maintain all licenses, permits and certifications during the term of the contract. Should any license, permit or certification expire, be cancelled, suspended or revoked before the expiration of the contract, the CONTRACTOR must, within 72 hours, provide written notice to the CITY of such action. In the event any license, permit or certification is not in effect any time during the term of the contract, the contract will be considered canceled effective with the date the action occurred with the document.

The CONTRACTOR shall insure that its business registration fee is paid and current during the term of this contract. In the event the business license fee becomes due during the term of the contract, the CONTRACTOR must advise the CITY in writing thirty (30) days prior to the expiration of the Business Registration. If the fee is not paid within thirty (30) days, the CITY will withhold payment of invoices until the CONTRACTOR obtains and submits a valid Business Registration.

7.4.4 Reference Checks

Once a recommendation has been made, staff will meet with the successful proposer to negotiate contract terms and fee. Should the CITY and the proposer fail to reach an agreement on terms and fee within a reasonable timeframe, the CITY may terminate negotiations and begin negotiations with another proposer.

7.5 Collusion

By submitting a response to the RFP, each vendor represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the vendor has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the vendor has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

7.6 Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

7.7 Required Review and Waiver of Objections by Vendor

Vendors should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Written Questions and Comments" detailed in the Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and Comments.

7.8 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

7.9 Proposal Errors

Vendors are liable for all errors or omissions contained in their proposals. Vendors will not be allowed to alter proposal documents after the deadline for submitting a proposal.

7.10 Incorrect Proposal Information

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

7.11 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve vendor's key staff.

7.12 Proposal of Additional Services

If a vendor indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

7.13 Licensure

Before a contract pursuant to this RFP is signed, the vendor must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of San Ramon Business License. The City may require any or all vendors to submit evidence of proper licensure.

7.14 Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the vendor certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the vendor in connection with the procurement under this RFP.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

7.15 Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected vendor. These negotiations could

include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked vendor.

7.16 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable State laws and regulations.

Vendors may not restrict the rights of the City or otherwise qualify their proposals. If a vendor does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any vendor to strict compliance with the RFP.

7.17 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the vendor acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Each vendor should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a vendor submits, is a trade secret. If a request is made for information marked "confidential", the City will provide the vendor who submitted such information with reasonable notice to allow the vendor to seek protection from disclosure by a court of competent jurisdiction.

7.18 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and vendors will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

7.19 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

7.20 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

7.21 Warranty

The selected vendor will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

7.22 Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals if necessary for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the vendors
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another vendor in the event the originally selected Vendor defaults or fails to execute an agreement with the City
- An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the vendor.

Appendix A - Standard Service Agreement Terms and Conditions

It is recognized that the formal basis of any agreement between the City and the vendor is a contract rather than a proposal. In submitting proposals, Vendors must indicate that they are prepared to complete the City's Agreement for Professional Services as presented on the following pages. The RFP, vendor's proposal, and interview/demonstration results will become part of the agreement between the City and the successful vendor.

The winning vendor will be expected to accept these terms and conditions unless they otherwise take exception in their proposal.

(see Attachment)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN RAMON
AND
(CONTRACTOR)
FOR
(SERVICES TO BE PROVIDED)**

This is an Agreement between the City of San Ramon, a municipal corporation, ("CITY") and (Contractor), ("CONTRACTOR") for (services to be provided).

WITNESSETH:

WHEREAS, CITY desires to secure professional (services to be provided) and CONTRACTOR is qualified and willing to provide such professional assistance; and

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for (DESCRIBE SERVICE) by adopting Resolution No. 20XX-XX on DATE APPROVED BY CITY COUNCIL.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. **Scope of Service.** A description of the scope of services including mandatory time frames for performance, deadlines for providing deliverables to CITY, and the maximum fee for each item under this Agreement is attached hereto as Exhibit A and incorporated herein by reference.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.

2. **Modification of Agreement.** The CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY'S request nor CONTRACTOR'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by the CITY shall constitute authorization to proceed with the work identified therein.
3. **Time of Performance.** CONTRACTOR'S performance shall be completed by Month Day, Year. CONTRACTOR may commence work as of the date authorized by the CITY'S Project Manager which date may be prior to execution of this Agreement.

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However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

The CITY shall have the option to renew said Agreement for not more than four (4) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any contract extension or amendment must be in writing and fully executed by both parties to take effect.

4. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX).**

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

5. **Designated Representatives.**

- a. CITY designates Staff Name, Staff Title or his/her designee as its representative in all matters under this Agreement.
- b. CONTRACTOR designates Contact Name as its Contact Title for this Agreement. CONTRACTOR may designate a different Contact Title only with prior written authorization from the CITY.

6. **Cooperation of the City.** CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.

7. **Independent Contractor.** CONTRACTOR is an independent contractor, controlling the means and manner of work, and shall not for any purpose be deemed to be an employee, agent, or other representative of the CITY. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of the CITY.

8. **Out of State Business.** If the CONTRACTOR is an out of state business and does not have a local office within the State of California, the CONTRACTOR shall provide to the CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, the CITY shall withhold seven (7) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

9. **Proprietary or Confidential Information.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary

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or otherwise confidential information owned or controlled by CITY. Such information may contain private, proprietary or otherwise confidential details, the disclosure of which may be damaging to CITY or to third parties.

CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

- 10. Work Product.** The work product of CONTRACTOR in performing this Agreement shall become the property of CITY. However, copies of such work product shall be provided to CITY not only as a hard copy but an electronic version recorded on CD utilizing Microsoft Word, Access or Excel.
- 11. Final Work Product.** Final work products produced by CONTRACTOR in the form of computer files shall be delivered on a CD, in ESRI GIS shape file version 8.3(or newer), or a Autodesk AutoCAD 2004 (or newer) file, Microsoft Word, Access or Excel format. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. The deliverable of GIS data layers will represent all new and derivative mapped layers used to create all mapped information. It will be delivered in AutoCAD or ESRI GIS format. Data representing areas will be represented by closed polylines. All GIS data should be delivered in the State Plane Projection system, NAD 83, units of feet. In addition, all new mapped information (information pertaining to a geographic location) or information created from map base GIS data, including various analysis options, will be documented to indicate basic metadata about the information created. Metadata is data describing the purpose, accuracy methodology and date of creation of the mapped GIS data. The metadata should be delivered in Word and/or excel format. CONTRACTOR will meet with the CITY'S GIS Specialist at the beginning of the project to ensure understanding of the required deliverables. CONTRACTOR shall provide the CITY'S GIS Specialist with an acceptable draft of GIS data documentation for draft GIS data layers, by the conclusion of the first draft report. A final acceptable GIS documentation report will be delivered at the time of completion of the final report. All of CONTRACTOR'S work product under the Agreement shall be the property of the CITY.
- 12. Financial Records of Contractor.** CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided.

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When requested by the CITY, the CONTRACTOR shall make all such records available to the CITY within fourteen (14) days of the request.

- 13. Conflict of Interest.** CONTRACTOR shall comply with CITY Resolution No. 2016-080, Conflict of Interest Code, as amended from time to time, and will file all required disclosure statements.
- 14. Nondiscrimination.** CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, sexual preference, national origin, disability or other condition protected by law.
- 15. Indemnification.** CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers and employees, from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the willful misconduct, negligent acts, errors or omissions, of CONTRACTOR, its subcontractors, agents, employee, licensees, or guests in the making or performance of this Agreement.

CONTRACTOR shall hold CITY harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors and/or agents, either against CONTRACTOR and/or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

16. Insurance.

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 by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONTRACTOR'S bid.

a. Required Insurance. CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) with a minimum coverage of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, or combined single limit in the amount of two million dollars (\$2,000,000) per occurrence, for bodily or personal injury to, illness of, or death of persons, and damage to property.

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- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- iii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against the CITY, its officers, agents, employees and volunteers for losses arising from work performed by the CONTRACTOR for the CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees.
- iv. Errors and Omission insurance, which covers the services to be performed under this Agreement, in the minimum amount of one million dollars (\$1,000,000). Except with respect to the requirement of providing the CITY with Proof of Insurance, the provisions of subparagraphs 7 and 8 below shall not apply to this errors and omission insurance. [THIS SECTION OPTIONAL: FOR USE ONLY WITH ARCHITECTS, ENGINEERS, ATTORNEYS AND SIMILAR PROFESSIONALS]

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premise owned, occupied or used by CONTRACTOR; or automobile owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
2. For any claims related to this project, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its

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officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.
 4. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the contract period;
 5. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
 6. Expressly provide that the CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for the CITY;
 7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the CITY.
 8. Certificate Holder. The certificate holder shall be the same person and have the address as indicated in Paragraph 19 (Notices) of this Agreement.
 9. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.
- b. Verification of Coverage.** CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- c. Subcontractors.** CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and

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endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

d. Insurer's Qualifications. All insurance required under this section and all renewals of this contract shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

17. Termination on Notice. CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to CONTRACTOR. In the event of termination without cause, CITY shall pay all outstanding charges for services performed and approved by CITY as of the date of termination. Termination shall not extinguish any outstanding performance obligations under this Agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.

18. Suspension of Performance. For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

19. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

To CITY:
City of San Ramon

Attn: Renée Beck
City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583

To CONTRACTOR:
Contractor

Attn: Contact Name
Contact Title
Address
Address

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

20. Commencement, Completion and Closeout. Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right the CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of

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completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

21. Governing Law. This Agreement shall be governed by the laws of the State of California.

22. Entire Agreement of Parties. This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to CITY and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

*****SIGNATURES ON NEXT PAGE*****

SAMPLE

Contractor:
Agreement Amount: *Not-to-Exceed \$*
Project: *Project Name*
Project Manager: *Staff Name, Title*

IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

City of San Ramon
A Municipal Corporation "CITY"

Contractor Name
"CONTRACTOR"

Bill Clarkson Date
Mayor

Signature Date

Print Name of Signatory

Joe Gorton Date
City Manager

Title of Signatory

**The Foregoing Agreement Has
Been Reviewed and Approval Is
Recommended:**

XXXX

Director Name Date
Title, Department

San Ramon Business License #

Resolution Number 20XX-XX

Approved by City Council

APPROVED AS TO FORM:

Martin Lysons Date
City Attorney

ATTEST:

Renée Beck Date
City Clerk

