



# CITY OF TULARE

## REQUEST FOR PROPOSALS

### RFP #20-696

#### Solid Waste Route Management & Work Order System

**Submittal:** One (1) unbound original and five (5) copies must be received on or before: **2:00 p.m. on December 5, 2019**

**Addressed to:** City of Tulare, c/o City Clerk

**Address:** 411 East Kern Avenue, Tulare, CA 93274

**Mark envelope:** **Proposal for Solid Waste Route Management & Work Order System**

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

#### **INQUIRIES:**

Direct questions for clarification of this Request for Qualifications document to Andrew Bettencourt, Management Analyst, in writing via e-mail at [abettencourt@tulare.ca.gov](mailto:abettencourt@tulare.ca.gov). Deadline to submit questions regarding this RFP is **5:00 p.m. on Wednesday, November 20, 2019**.



**CITY OF TULARE  
STATE OF CALIFORNIA  
REQUEST FOR PROPOSALS**

**RFP #20-696**

NOTICE IS HEREBY GIVEN that qualifications and separate, sealed proposals will be received at the City of Tulare City Clerk's Office, 411 E. Kern Avenue, Tulare, California until 2:00 p.m. on Thursday, December 5, 2019, for the provision of the following:

**REQUEST FOR PROPOSALS –  
SOLID WASTE ROUTE MANAGEMENT & WORK ORDER SYSTEM**

Any submittal received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned, unopened to the proposer. The submission shall include the entire Request for Proposals (RFP) documentation and any addendum issued by the City, if any.

Contract documents may be inspected and obtained in the office of the Public Works Department, 3981 South K Street, Tulare, California 93274 or by calling (559) 684-4382 or by FAX (559) 685-2378 web site <http://www.ca.tulare.ca.us/departments/public-works>. Please monitor the website for all information regarding this RFP. The City will not be sending individual notifications of changes, updates, clarifications, and/or addenda.

The City also hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprise (DBE), as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed, in whole or in part, under this agreement and will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

All persons responding to this invitation shall be aware that their proposal is deemed a public record and may be subject to disclosure upon request. The right is reserved by the City of Tulare to reject any or all responses, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interest of said City.

Publications Dates:     October 31, 2019  
                                  November 7, 2019

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# I. INTRODUCTION

## A. Information

The City of Tulare is requesting proposals from qualified firms for a Solid Waste Route Management and Work Order System that will provide the tools to run the Solid Waste Department in a more efficient and timely fashion. Our goal is to reduce direct costs, improve safety, improve driver and back-office efficiency, and improve customer service.

The City of Tulare reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

The City of Tulare will not be liable for costs incurred by the firms' incidentals to the preparation of the RFP, proposals, or for developing and carrying out interview presentations, if required.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP and the Sealed Fee Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Tulare and the firm selected.

This RFP is being issued by the City of Tulare Public Works Department. Unless otherwise directed, all communications regarding this RFP should be directed to the Public Works Department at (559) 684-4382, or fax (559) 685-2378. However, to prevent misinterpretations, the Public Works Department would prefer that all questions be sent by e-mail to Andrew Bettencourt, Management Analyst, at [abettencourt@tulare.ca.gov](mailto:abettencourt@tulare.ca.gov).

Any revisions to the RFP will be issued and distributed as addenda. Respondents are specifically directed not to contact any other City personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of proposals.

**One (1) unbound original and five (5) copies of the proposals are to be submitted to the Public Works Department, 411 East Kern Avenue, Tulare, CA 93274, on or before December 5, 2019 at 2:00 p.m.**

## B. Background

The City of Tulare is located at the intersection of California State Highways 99 and 137, in the southern San Joaquin Valley. The City's population is approximately 66,000, and the incorporated area covers approximately 20 square miles.

The City's Solid Waste Division is responsible for collecting solid waste from residential and commercial accounts within city limits, including general refuse, recyclables, green waste, and organic waste. This includes more than 16,500 residential accounts (single-family residences and some commercial properties) and 2,000 commercial service accounts (includes multi-family, commercial, and industrial properties), with varying service levels. During the 2018-19 fiscal year, approximately 32,000 tons of residential refuse were collected and approximately 30,000 tons of commercial refuse were collected.

The City of Tulare has eleven (11) residential routes with another residential route being designed, five (5) commercial routes, three (3) street-sweeper routes, and three (3) full-time roll-off drivers. In addition to the trucks assigned to each route, the City also has a backup fleet of seven (7) residential side loaders, five (5) commercial front loaders, two (2) street sweepers and three (3) roll-off trucks.

At least half of the fleet is equipped with a Vulcan On-Board Scales system and a Rosco Vision Camera system – six (6) cameras: forward facing, in-cab driver, left-side blind spot, rear camera, hopper camera, grabber arm camera.

Vehicle maintenance and repairs are typically performed in-house by the City, with some work contracted out as needed. We have three primary hauling locations. The Tulare County Landfill (trash) is 30 minutes away from the division's office. Mid Valley Disposal (recyclables) is 30 minutes away, and Waste Management (green/compost) is 23 minutes away from the office. We are expected to haul to a closer location for trash at some point in the next two years, which could cut our drive time in half.

**Residential Service:** Residential refuse collection occurs once per week for each service address (Thursday or Friday). Residential recycling and green waste collection occur once per week for each service address (Monday or Tuesday). No residential routes occur on Wednesdays. The City provides each service address three (3) 96-gallon containers – one for refuse, one for recyclables, and one for green waste/compost. The City uses an Excel spreadsheet to track the number of refuse, recycling, or green waste containers deployed to residential customers.

**Commercial Service:** Commercial refuse collection occurs up to six (6) days a week, Monday through Saturday. Commercial recycling collection occurs up to five (5) days a week, Monday through Friday. There are four (4) container sizes for customer service – two (2) cubic yard, three (3) cubic yard, four (4) cubic yard and six (6) cubic yard.

Organics collection occurs four (4) days a week (Monday, Tuesday, Thursday, Friday) for approximately 40 commercial customers. This number is anticipated to increase.

The City uses an Excel spreadsheet to track the number of refuse, recycling or green waste containers deployed to commercial customers.

**Roll-Off Service:** There are up to three drivers assigned to roll-off service five (5) days a week, Monday through Friday. There are three (3) container sizes for roll-off service – ten (10) cubic yard, thirty (30) cubic yard and forty (40) cubic yard.

The City uses an Excel spreadsheet to track the number of roll-off containers deployed to customers.

**Route Maps:** Residential maps are done by hand with the assistance of grid maps provided by the City's fire department. The maps are designed to show street boundaries for residential collection. There is no driving directional information provided on the residential route maps. Drivers make field decisions on how to best drive routes within the defined route boundaries. There are no commercial route maps in use.

**Software:** The City uses Eden, a Tyler ERP Solution, for its utility billing system. This system is used by the Solid Waste manager, supervisors and customer service staff to access account information (responsible billing party, tenant information, service address, mailing address, service levels, billing history, etc.).

## **C. Purpose of Request and Process for Selection**

The City of Tulare is requesting proposals from qualified firms to provide and maintain a real-time information system. The technology will be used in an effort to meet the objectives of:

1. Monitor the City's Solid Waste collections operations in order to further increase operational efficiency
2. Monitor fleet and truck performance

3. Improve customer service
4. Cost savings on fuel, staffing, and equipment usage
5. Provide data insights to advance the division's solid waste and diversion goals
6. Route optimization and efficiency

The data collected through the information system should lead to better forecasts for budgets, assist in identifying current and future routing, equipment needs, and simplify the production of daily, monthly, quarterly, and annual reports. While the technology will be installed in the City's fleet to give drivers the ability to report and flag issues in the field, direct interaction from drivers should not be required for most data collection. The City should be able to automatically collect data with little interference in day-to-day truck operations.

The system shall allow for integrated routing, navigation, and mobile work force management solutions on a single platform. The system must display the route and customer account information for the driver, provide verification of the service performed during the route, and the ability to incorporate work orders. The City requires real-time communication of all information between the vehicles and the office.

Proposals should include sufficient information to assess the proposing firm's capability to meet the requirements for this project.

Based upon the criteria in the RFP, the selection committee will select the most qualified firm and attempt to negotiate an Agreement. If such negotiations are not successful, the City may negotiate with the next most qualified respondent.

**D. Time of Performance**

The term of this work shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties.

**E. Schedule**

<u>Event</u>	<u>Date of Event</u>
RFP Available .....	October 31, 2019
All questions must be received by 5:00 p.m. ....	November 20, 2019
Proposals due by 2:00 pm .....	December 5, 2019
Selection of short-listed firms .....	December 17, 2019
Interviews of short-listed firms .....	Week of Jan. 6-10, 2020
Board of Public Utilities Awards Contract .....	February 6, 2020
Contract signed .....	February 20, 2020

**F. Names – Definitions**

For this proposal, Owner or City shall be one and the same as City of Tulare. For this proposal, the Solid Waste Route Management System firm and Consultant will be one and the same.

**II. SCOPE OF SERVICES**

The City intends to hire a single firm for this project. All work performed and deliverables provided to the City must conform to the RFP and input provided by the City.

## **A. Consultant's Responsibilities**

The selected firm shall be expected to:

- Furnish all supervision, labor, materials, tools, supplies, equipment and transportation required to implement the technology
- Be responsible for providing all necessary hardware and peripheries
- Perform necessary technical work to ensure all routes are entered into the system
- Ensure city drivers/vehicles are supplied necessary equipment
- Ensure City personnel are trained to use the system

The technology should communicate information in real time to a main portal or dashboard that can be accessed by varying levels of City staff from customer service support staff, drivers, supervisors and managers.

Data outputs shall include at minimum, the following:

- Service confirmations with "time stamped" service delivery
- A map of all vehicles and their locations in real time
- Daily insights into how trucks, routes, or drivers are performing
- Directions for drivers to specific points and disposal facilities, including a return-to-route feature
- Transit time estimates
- A portal to view data by varying levels of staff

In addition, the system shall be expected to:

- Provide drivers the ability to log into routes and include all customer information
- Provide drivers the ability to report and flag issues while in the field
- Limit driver interaction for safety reasons
- Provide directional insight that will produce actionable suggestions for future improved efficiency in truck routing and other important features, such as vehicle drive patterns, fuel use, speeding instances, hard braking, hard acceleration, hard turning, etc.
- Serve as a measure for preventive maintenance for truck repair and be able to track vehicle fault codes, revealing engine issues, fluid leaks, or equipment breakdowns

The following types of City employees will require training:

- Customer service support staff
- Operators/Drivers
- Supervisors and management staff
- Information technology and analyst staff

## **B. City Responsibilities**

- Compensate the Consultant as provided in the contract agreement
- Provide a "City Representative" who will represent the City and who will work with the Firm in carrying out the provisions of the RFP
- Provide the Consultant with City documents including policies, procedures, regulations and standards pertinent to the project
- Attend meetings with the Consultant; conduct meeting where appropriate
- Examine documents submitted to the City by the Consultant and render decisions pertaining thereto in a timely manner
- Give reasonably prompt consideration to all matters submitted by the Firm for approval to the end that there will be no substantial delays in the Consultant's program of work

### III. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

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

#### A. Cover Letter

The letter should contain a brief statement of the proposer's understanding of the work to be done, and a commitment by the proposer to perform the requested work in accordance with the requirements outlined in this RFP. The letter should also identify any requirements that the proposer has not addressed in the proposal and the rationale for their exclusion.

The letter must include a list of all exceptions, reservations, and limitations by the proposer to the terms and conditions included in this proposal.

The letter must explicitly disclose any previous or pending litigation of any kind or any involvement in tort action for failure to perform, or explicitly state the lack of any such legal actions.

#### B. General information

- Firm name, address, telephone number and fax number
- Firm Representative or other person to contact for clarification of any item contained in the proposal. Include email address, telephone numbers and fax numbers if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
  - a) Small business
  - b) Disadvantaged business
  - c) Minority and/or Women-Owned Business
- Provide your Federal Tax ID Number and City of Tulare Business Tax Certificate Number
- Provide names of company's owners/officers
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation
- References and Referrals – Provide four (4) public agency references for similar assignments. Referenced should be as specific as reasonable to communicate role that the firm played in the implementation and ongoing support of the Solid Waste Route Management System for the reference agency.

The envelope enclosing the separate, sealed proposal shall be plainly marked in the upper left-hand corner as follows:

**City of Tulare, c/o City Clerk**  
**Company's Name**  
**Company's Address**  
**RFP for Solid Waste Route Management and Work Order System**  
**Deadline for Submittal: 2:00 p.m., Thursday, December 5, 2019**  
**City Hall – City Clerk's Office, 411 E. Kern Avenue, Tulare, CA 93274**

## C. Project Overview

Describe firm's understanding of the project, and describe the hardware and software components, web-based outputs, and additional services that the technology includes. Firms should also describe and/or demonstrate:

- How the information system will work and associated benefits
- How the firm's proposed solution is unique compared to its competitors
- All data collection capabilities and state whether the data collection meets minimum requirements outlined by the City
- How the hardware and software collect and track the City's desired information
- Route optimization options, including real-time added route stops from remote management and customer service
- A driver's ability to capture issues and submit photos and/or text information
- How the firm's software responds to new data inputs and timelines for designing and developing new software and associated reporting tools
- Future product development that may be of interest to the City

In addition, proposing firms should include the following information related to hardware, software, and training.

- Describe hardware required, including whether equipment is hardwired into the trucks and any mounts, cases, or other systems required
- Describe ability to interchange and/or transfer hardware between trucks and time and staff hours associated thereof
- Describe software required for the system and describe its compatibility with the City's existing platforms and systems
- Describe licensing and maintenance agreements for software and any advantages the software may have
- Describe processes and frequency of software updates and patches
- Describe firm's onboarding and training schedule, including estimated time commitment and training format
- Describe implementation methodology including analysis, requirements definition, key milestones, system testing, system launch, and estimated duration of the project
- Describe City resources needed to properly staff and support this project, and describe resources needed from the City during installation, configuration and testing, including: role, skillsets needed and estimated hours
- Describe resources to manage the relationship with the City throughout the duration of the contract
- Describe the process for system updates
- Describe training involved for software updates and associated training timelines
- Describe support and warranty for hardware included in this proposal
- Provide the life expectancy of the hardware
- Provide a description of hardware maintenance contract service options
- Describe post-implementation support, including: troubleshooting, types of service, service level agreements and response times, and problem escalation
- Describe customer support available for the project and response times and associated chain of command within the firm.

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

## **D. Technology Specifications**

Attachment "A" Technology Specifications contains technical functionality that is desired by the City. The Technology Specifications list is not a comprehensive list of all of the City's requirements, but includes key requirements that will be used to evaluate the proposals. For each line item, please reply with (Y) Fully supported, (N) Not supported, (3P) With Third Party or (F) Future Functionality, and provide a brief explanation. "Y" denotes that the line item is fully supported by the software and "N" denotes that it is not supported.

## **E. Cost Proposal/Schedule of Costs**

Submit a detailed Cost Proposal/Schedule of Costs for all work to be performed for the project in a separate, sealed envelope. Cost Proposal/Schedule of Costs shall be a time-and-materials method of payment with a not-to-exceed limit, including specific rates of compensation and clearly depict all direct and indirect costs and how they would be applied.

Pricing for all services shall be fully inclusive and include, at a minimum, the following per year:

- Equipment cost per unit (each piece of equipment purchased)
- Software cost per license (also list any ongoing monthly/annual cost)
- Maintenance cost per license
- Technical support (also list any ongoing monthly/annual cost)
- Training services
- Travel and out-of-pocket expenses
- Any other miscellaneous pricing

## **F. Conflict of Interest**

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

## **G. Requested Modification to Professional Services Agreement**

- Disclose any modifications to the attached Professional Consulting Services Agreement (Last Attachment) your firm would like considered. Disclosure of Professional Service Agreement modifications is not a guarantee the City will make any modification to the Agreement. The included Agreement has been reviewed and approved for use by the City Attorney's office and as such will only be modified upon approval of the City Attorney.

## **IV. CONSULTING FIRM SELECTION PROCEDURE**

Selection of the successful respondents shall be generally based on the information provided by the proposer in response to the RFP and any subsequent interviews that may be conducted.

The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of qualified firms
- Interview "short-listed" firms

- Identify best qualified firm
- Negotiate a fee
- Recommend contract award to Board of Public Utilities

A project Selection Committee, as deemed necessary, will be formed to evaluate proposals, interview short-listed firms, and to make a contract award recommendation to the Board of Public Utilities. Composition and creation of this committee, is at the sole discretion of the City. Names of the Committee members will not be released prior to the time for interviews.

The Selection Committee will review the proposals for format to ensure conformance with the requirements of the RFP.

### A. Criteria

The Selection Committee will address the following criteria in evaluation of proposals in order to gauge a firm to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation.

<b>Criteria</b>	<b>As Demonstrated By:</b>
• Functionality of Solution Offered	System’s ability to meet division’s goals
• Past Performance, References	Experience in providing the system to similar agencies, adequacy of staff to perform the work
• Meeting of Technology Specifications	IT compatibility, system design, hardware configuration, software integration
• Methodology	Approach to implementation, training and system testing
• Warranty and Customer Support	

### B. Weight of Criteria

<b>Criteria</b>	<b>Weight</b>
• Functionality of Solution Offered	35
• Past Performance, References	25
• Meeting of Technology Specifications	20
• Methodology	10
• Warranty and Customer Support	10

### C. Evaluation Procedure

The Selection Committee will review the proposals submitted and establish a list of finalists based on the pre-established review criteria. An oral interview with the finalists will be requested. The City will schedule the time and place for the interview. The interview is expected to be two-plus hours long. The finalists will have the option to appear in person or via web. Each proposer should be prepared to clarify and elaborate on the details set forth in their proposal. The individual or composite rating and evaluation forms prepared by the Selection Committee will not be revealed. The Selection Committee will review the proposals based on pre-established review criteria and determine the successful proposer. Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure

itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

#### **D. Background Check**

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

#### **E. Award of Contract**

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule of performance, duration of the services with the firm whose proposal is most responsive to the needs of the City, and compensation for services. The City reserves the right to further negotiate any aspect of an agreement. proposal, to sit in act as sole judge of the merit of each response submitted, to select a consultant, and to award in any manner which is more favorable to the City.

A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed firm at the discretion of the City and without notice to firm prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

The City reserves the right to reject any and all proposals. The City may, for any reason, decide not to award the agreement as a result of this RFP. If subsequent selection opportunities are issued, the City is under no obligation to advise any respondent to this RFP, although it is the City's intent to notify all qualified respondents of any such plans.

### **V. GENERAL CONDITIONS**

#### **A. Important Notice**

The City will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposed documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Public Works Department, located at 3981 South K Street, Tulare, CA 93274, (559) 684-4382 to determine if addendums were issued and to make such addendum a part of the proposal.

#### **B. Contracting Agency**

The contract resulting from this RFP will be administered by the City's Public Works Department.

## C. Legal Responsibilities

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

By submitting a proposal, proposer certifies that they will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulation applicable to contracts utilizing State and Federal funds.

## D. Permits and Licenses

### 1. Business License Certificate

Possession of a City of Tulare Business License is not required to submit a proposal in response to this RFP. However, selected firm shall be required to possess, at their own expense, a valid and current City of Tulare Business License, prior to commencing work. For fee information, contact the City of Tulare Finance Department at (559) 684-4225.

### 2. Professional License

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

### 3. Permits

Consultant shall be required to obtain and maintain at their own expense, any and all permits, licenses and certifications issued by and federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this RFP.

## E. Insurance

### 1. Insurance

With respect to performance of work under this agreement, the Consultant shall maintain, and shall require all of its subcontractors to maintain, insurance as described below:

- i) **Commercial General Liability and Property Damage.** The Consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employment of the Consultant and against all claims resulting from damage to any property due to any act or omission of the Consultant, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owners and Consultant's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage (Per occurrence)	\$2,000,000 Combined Single Limit and \$4,000,000 aggregate.
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- ii) **Commercial Automobile Public Liability and Property Damage.** The Consultant shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage (Per occurrence) \$1,000,000 Combined Single Limit.

- iii) **Professional Liability (Errors and Omissions).** The consultant shall maintain Professional Liability Insurance for protection against all claims arising out of professional error or omission with a limit of not less than \$2,000,000.
  
- iv) **Workers' Compensation Insurance.** The Consultant shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per accident. Such insurance shall comply with all applicable state laws. Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policies are to be endorsed to include a waiver of subrogation against the City, its officers, official's agents and employees. Consultant and its employees are independent Consultants and not employees of the City of Tulare. Consultant and/or its insurers are responsible for payment of any liability arising out of Worker's Compensation, unemployment or employee benefits offered to its employees.

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 of the insuring provisions herein may be within public policy and enforceable. The City's Risk Manager is hereby authorized to reduce the requirements set forth above in the event they determine that such reduction is in the City's best interest.

## **2. Additional Insured**

The General Liability and Auto Liability policy is to contain or be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to name the City, its officers, appointed and elected officials, agents and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this contract. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the City; (b) shall 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; and (c) contain Standard Cross-liability provisions. Such additional insured endorsements maintained by the Consultant and its subconsultants shall not be required to provide coverage for City for the active negligence of City. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful proposer.

## **3. Indemnification**

**Indemnity for Professional Liability:** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all claims, demands, losses, liabilities, damages, costs, consequential damages, expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

The successful proposer acknowledges that he has fully informed himself of the contents and meaning of this hold harmless agreement and has so executed it with full knowledge thereof and that the terms are contractual and not a mere recital. These requirements shall also apply to any subconsultant whose hazards are not covered by the Consultant's insurance policies.

**Indemnity for Other Than Professional Liability:** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

#### **4. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, employees, agents and Consultants; or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

**Separate endorsements are required, naming the City as additional insured, for liability insurance and providing a waiver of subrogation for Worker's Compensation Insurance.**

**The successful proposer shall maintain the insurance for the life of the contract. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.**

**Endorsements are to be received and approved by the City before work commences. Should Consultant cease to have insurance as required during any time, all work by Consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.**

Original insurance certificates and endorsements are to be mailed or delivered to:

City of Tulare  
Public Works Department  
3981 South K Street  
Tulare, CA 93274

In addition to any other remedies the City may have if the Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the contract; or
2. Order Consultant to stop work under the contract and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; or
3. Terminate the contract.

Exercise of any of the above remedies, however, is an alternative to other remedies the City may have and is not the exclusive remedy for the Consultant's failure to maintain or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the Consultant may be held responsible for payments of damages to persons or property resulting from the Consultant's or its subconsultant's performance of the work covered under the contract.

## **VI. CONTRACT REQUIREMENTS**

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

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

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

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

### **A. Withdrawal of Request for Proposal**

Any RFP may be withdrawn at any time prior to the time fixed in the public notice for the receipt of RFPs, only by written request for the withdrawal of the RFP filed with the Public Works Department. The request shall be executed by the proposer or by their duly authorized representative. The withdrawal of an RFP does not prejudice the right of the proposer to file a new RFP. No RFP may be withdrawn after the time fixed in the public notice for the receipt of RFPs.

### **B. Rejection of Request for Proposal**

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

The RFP is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. RFPs which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer may be cause for rejection of the RFP. If, in the

opinion of the City, such information was intended to mislead the City in its evaluation of the RFP, it will be cause for rejection of the RFP.

### **C. Evaluation/Award of Contract**

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by a Selection Committee. In connection with its evaluation, the City will invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Selection Committee can correctly analyze all materials and documentation submitted as a part of the proposals.

The City reserves the right to reject any or all proposals; to waive any requirements, both the City's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute direction, the proposal of each vendor, so as to select the vendor which best serves the requirements of the City, thus insuring that the best interest of the City will be served. Proposer's past performance and the City's assurance that each proposer will provide service as proposal, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or; the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's proposal submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made solely in the exercise of the City's sound discretion. The City expressly reserves the right to reject the proposal of any proposer who is in default on the payment of taxes, licenses or other moneys due to the City of Tulare.

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

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

1. Proposer is an independent contractor, not an employee, agent, or officer of the City.
2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due there under, without prior consent of the City.
4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subconsultants, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the city with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the city provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

#### **D. Proposal Pricing Guidelines**

Proposer shall provide proposed fees and cost information as part of this RFP. Proposed fees shall be submitted under separate, sealed cover.

#### **E. Assignment of Contract**

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

#### **F. Termination of Contract**

The nature of this services contract requires that the City and the firm must work closely as a mutually supporting team without conflict. Also, the City needs to be able to terminate this agreement at any time the city may feel this working relationship has been impaired or should the City no longer have complete confidence and satisfaction in the quality and performance of services by the proposer. Therefore:

1. This contract may be terminated for convenience, without cause by the City, in whole or in part, by giving the proposer thirty (30) days written notice of the intent to terminate whenever the City determines the termination is in the best interest of the City. Should the contract be terminated for convenience, the proposer shall be paid for all authorized services provided, including reasonable changes for de-mobilization. However, the proposer shall not be paid any anticipated profit or

fees for services not provided.

2. If the proposer shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part.
3. Any assignment, subletting, or transfer of the interest of the Firm, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.
4. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

After receipt of notice of termination, except as otherwise directed, the consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders for services, except as necessary for completion of such portion of the services not terminated; and settle all outstanding liabilities and claims.

In the event the City terminates this Agreement with or without cause, the City may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

Except with respect to defaults of subconsultants, the Firm shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Firm. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the Firm shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the Firm to meet the required delivery schedule or other performance requirements.

Should the Agreement be terminated with or without cause, the Firm shall provide the City with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the Firm pursuant to this Agreement.

Upon termination, with or without cause, Firm will be compensated for the services satisfactorily completed to the date of the termination according to compensation provisions contained herein. In no event shall the total compensation paid Firm exceed the total compensation agreed to herein.

If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the Firm was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement were terminated without cause.

Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

## **G. Right to Require Performance**

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

## **H. Ethics in Public Contracting**

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

Prior to the execution of any Agreement, the potential Firm may be required to certify in writing to the Public Works Department that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Tulare.

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

## **I. Independent Contractor**

In the performance of the services herein provided, the Firm shall be, and is an independent contractor and is not an agent or employee of the City. The Firm has and shall retain the right to exercise full control and supervision of all persons assisting the Firm in the performance of said services hereunder. The Firm shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

## **J. Equal Employment Opportunity**

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Tulare laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer.

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

#### **K. Venue**

Any executed Agreement resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the Agreement will be vested in Tulare County, California.

#### **L. Proprietary Information**

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

#### **M. Incurring Costs**

The City of Tulare is not liable for any cost incurred by proposers in responding to this RFP.

## VII. ATTACHMENTS

## **A. TECHNICAL SPECIFICATIONS**

### **1. Hardware**

The system must allow for truck routing and current customer account information to be downloaded daily. The system must display the route, work order, and customer account information for the driver, and provide verification of the service performed during the route. The City requires real-time communication of all information between the vehicles and the office.

In addition, the system must provide real-time mapping of GPS location, direction and speed of all vehicles to allow work tracking and route status by customer service staff and management. The system must allow for reporting key information to management, drivers and customer service staff, and for importing and exporting information with the enterprise application in use at the City.

The City requires hardware options for the vehicle on board computer with price ranges and levels of ruggedness. The vendor may provide product specifications for vendor's primary hardware options.

#### **1.1 Vendor Supplied Systems/Equipment**

Assumptions are being made on the division of vendor supplied and City-supplied equipment. Include corrections as necessary.

Describe the hardware required to support the proposed system.

##### **1.1.1 Onboard Computer**

Describe the features of the onboard computer.

1.1.1.1 Solid state hard drive including features to ruggedize and any shock-protection mounting.

1.1.1.2 Memory

1.1.1.3 Processor

1.1.1.4 Power System (battery, AC adapters, vehicle cradle)

1.1.1.5 Operating System (Compatible with Windows 10 or higher)

1.1.1.6 Physical Size H x W x D

1.1.1.7 Other – Are there other options the City should consider when evaluating the proposed onboard computer?

##### **1.1.2 Displays/User Interface**

Describe the features of the User Interface in the truck-mounted unit.

1.1.2.1 Size and characteristics of the viewing area

1.1.2.2 Screen resolution

- 1.1.2.3 Display lighting system that is readable in direct sunlight
- 1.1.2.4 Display lighting system that is adjustable by the operator for night conditions
- 1.1.2.5 Touch Screen that is pressure-sensitive and can be activated by a gloved finger
- 1.1.2.6 On-screen touch screen QWERTY keyboard
- 1.1.2.7 Other – Is there other information the City should consider when evaluating the proposed user interface?

1.1.3 Environmental & Durability

The City requires that the equipment will be able to withstand fluctuations in temperature, humidity and terrain. The equipment is required to be ruggedized.

Describe the ruggedness standards of the equipment.

- 1.1.3.1 Temperature Extremes – Storage
- 1.1.3.2 Temperature Extremes – Operating
- 1.1.3.3 Temperature Shock (How well does the device handle going from high to low temperatures and back?)
- 1.1.3.4 Vibration
- 1.1.3.5 Sealed to IP65 standards for protection from dust and water
- 1.1.3.6 Complies with MIL-STD-810 or SAEJ1455 for ruggedness standards
- 1.1.3.7 Other – Is there other information the City should consider when evaluating the proposed durability of the electronic equipment?

1.1.4 Mounting Hardware

Any equipment mounted in a vehicle must be mounted in a way that does not interfere with vehicle operation or driver visibility and safety. Additionally, the mounting should protect the equipment from vibration.

Describe how the proposed vehicle mounting hardware meets the following requirements:

- 1.1.4.1 Is the mounting hardware designed in a way that does not interfere with vehicle operation?
- 1.1.4.2 Is the mounting hardware durable for rugged field conditions?
- 1.1.4.3 Does the mounting allow for rotating the display for driver comfort and ease of reading?

- 1.1.4.4 Other – Is there other information the City should consider when evaluating the proposed mounting hardware?

#### 1.1.5 Communication

Describe the methods and equipment needed to support communication between the vehicles and the office-based system.

- 1.1.5.1 What Communication/Network methods are used? (cellular, VoIP, radio, wireless LAN, Bluetooth)
- 1.1.5.2 Are there any antenna requirements?
- 1.1.5.3 Do safeguards exist to ensure communication does not interfere with vehicle operation?
- 1.1.5.4 Does your solution capture actuator arm activity with GPS coordinates and timestamp of such activity?
- 1.1.5.5 Other – Is there other information the City should consider when evaluating the proposed communication methods?

#### 1.1.6 Digital Cameras

Describe how the proposed system supports capture and transmission of digital images from the trucks to the office-based system. Can the Rosco Vision Camera System (6 cameras) that is installed in most of the fleet be used?

- 1.1.6.1 Does the proposed system provide integration with a digital camera if it is necessary to document the situation at a pickup location?
- 1.1.6.2 Is the camera mounted in a way that allows for repositioning the camera to select a field of view without moving the truck?
- 1.1.6.3 Will the system allow the image to be sent to the office-based system in real time to support customer service?
- 1.1.6.4 Is the image stamped with date, time and customer account information?
- 1.1.6.5 How are the images stored for archival purposes?
- 1.1.6.6 Can pictures be taken in the dark?
- 1.1.6.7 Does the proposed system offer video capture capabilities?
  - 1.1.6.7.1 Describe how the proposed system supports capture and transmission of video feed from the trucks to the back-office system.
- 1.1.6.8 Other – Is there other information the City should consider when evaluating the features of the digital camera?

### 1.1.7 Scales

Describe how scale data is collected from the truck and transmitted to the back-office system.

1.1.7.1 How does the system interface with the Vulcan On-Board Scales System?

### 1.1.8 RFID

Describe how RFID data is collected from the truck and transmitted to the back-office system.

1.1.8.1 Does the RFID functionality use UHF tags?

1.1.8.2 Does the database associate RFID tags with the customer's container, and are pickups automatically recorded in the on-board computer on behalf of the driver? Describe this functionality.

1.1.8.3 In today's trash, it is not uncommon for RFID tags to be present in the trash. Please explain how your system handles this occurrence.

1.1.8.4 What is the read range of the RFID reader and the tags?

1.1.8.5 How does your software work with an environment where routes are mixed with cans with RFID and cans without RFID?

### 1.1.9. Additional Hardware Included in the Proposed Solution

Describe additional hardware or equipment necessary to meet the requirements for route management, service verification, communication with customer service staff and vehicle tracking.

## 1.2. Hosting Model

1.2.1 Describe the hosting model for services that will support an automated route management system (on-premise/cloud/hybrid).

1.2.2 If any component is in the cloud, describe where the data will be stored.

1.2.3 Describe the availability and redundancy level of any cloud-hosted component.

## 1.3. City Supplied Systems/Equipment

If the City decides to host their own servers:

### 1.3.1 Servers

For each required server, describe the purpose (database, communication, application) of the server and define the requirements needed.

1.3.1.1 Processers

1.3.1.2 RAM

1.3.1.3 Hard Drive

1.3.1.4 Operating System – Windows 2016 or higher

- 1.3.1.5 Database – Microsoft SQL Server 2016 or higher
- 1.3.1.6 Can the City choose the cellular service provider (e.g. Sprint, Verizon, AT&T)?
- 1.3.1.7 Other – Are there other server and infrastructure components the City needs to supply to support the proposed system?
- 1.3.2 Communication Infrastructure
  - 1.3.2.1 Are there other services or infrastructure the City must supply to meet the communication requirements of the system?
  - 1.3.2.2 What allowances are made to accommodate dead spots in the cellular coverage area? Describe how data is maintained during dead-spot events. Is the data transmitted once cellular coverage resumes?
  - 1.3.2.3 Is data communication between the back-office server and vehicle encrypted?
- 1.3.3 Other Hardware/Additional Equipment or Enabling Technology
  - List and describe other equipment or enabling technology the City will need to provide to support the proposed system.

## **2. Software**

### **2.1. Compatibility**

Please describe the software and compatibility with the following system:

- 2.1.1 ESRI ArcGIS, specifically when implementing a Local Government Information Model and its associated layers.

### **2.2. Interfacing Requirements**

Vendor assistance with requirements, definition, trouble shooting and user acceptance of these interfaces is part of the project scope for the proposed system and is a critical success factor in this system implementation. The City requires that a scope of work is created after detailed and specific discussion takes place between the City's IT department and vendor's engineering team.

- 2.2.1 Is the system browser-based?
- 2.2.2 Describe your experience with other back-office billing systems?
- 2.2.3 Describe your compatibility with third-party utility billing systems. The City uses Tyler Eden Utility Billing for combined water/solid waste/sewer billing. Describe any QA/QS and/or auditing processes used to verify the integrity/consistency of data between your system and a third-party billing system.
- 2.2.3 What reporting tools does your system support?
- 2.2.4 Is there additional software, not listed above and not provided with the proposed system that is required?

### 3. Route and Work Order Management

The system must allow for flexibility in route management and route sequencing. The system must also allow the route to be displayed on a map. The map must show current pick-up locations, as well as the next pick-up location. The status of the route, including completed and remaining pickups are to be shown to the driver. Route information will be maintained and modified in the proposed system.

#### 3.1 Routing

Describe the ability of the proposed system to meet the following requirements:

- 3.1.1 Will the system allow for routes to be added and modified to accommodate growth in the service area, new types of service and allow for route balancing?
  - 3.1.1.1 Can the system dynamically dispatch?
  - 3.1.1.2 Can the system show status of work orders?
  - 3.1.1.3 Can the system recognize when a driver is working on his/her last work order?
  - 3.1.1.4 Can the system recognize when a driver has no work order assigned?
  - 3.1.1.5 Can the dispatcher view on a map all of the roll-off trucks and work orders?
- 3.1.2 Will the system allow for roll-off vehicle and work-order management?
- 3.1.3 Are there features within the mapping function of the system that will allow the City to improve routes to reduce distance, save time and increase efficiency?
- 3.1.4 In the event of equipment failure or problems encountered during a route, will the supervisor have the ability to electronically move the remaining stops to another driver?
- 3.1.5 Describe how a helper route is used and how stops are moved or added.
- 3.1.6 Can the dispatcher or supervisor view the percentage complete of all routes in one view?
- 3.1.7 In the event of an unexpected road closure or accident, will the driver have the ability to modify the route or change the order of the pickups in order to continue work past the affected area?
- 3.1.8 Will the driver have the ability to sort or search for missed or remaining pickups throughout his route?
- 3.1.9 Will the driver have the ability to view the route on a map?
- 3.1.10 Can the driver see the current and next pickup location?
- 3.1.11 Does the system have the ability to display and announce turn by turn directions to the next location?

- 3.1.12 What safety features are built into the system? Can the driver use the system while he/she is in motion?
- 3.1.13. Does the dispatcher have the ability to update routes that are currently running in real time?

### **3.2 Information sent to mobile units**

- 3.2.1 Will the system display route information including Route Name, Sequence Number and Service Address?
- 3.2.2 Can the stops be color-coded to identify unique services?
- 3.2.3 Will the system display customer information for each pickup including Account number, Name, Address, and Service Type?
- 3.2.4 Will the system display service information for each pickup including Container Number, Size, Type and Frequency of pickup?
- 3.2.5 Are note fields available?
  - 3.2.5.1 If yes, what is the length of the note fields?
  - 3.2.5.2 Are the notes that are added permanently attached to the account or temporarily attached? Can there be permanent notes as well as temporary one-time notes?
- 3.2.6 Are there text messaging/instant messaging features that can be used by customer service to send information to the truck without contacting them on the radio?
- 3.2.7 Does the dispatcher have the ability to broadcast messages to all drivers simultaneously as well as to individual drivers, for example, to alert all drivers of a road condition or landfill delay?

### **3.3. Information tracked from mobile units in real time**

Does the system provide access to the following information in real time?

- 3.3.1 Location of each vehicle on a map
- 3.3.2 Direction of each vehicle on a map
- 3.3.3 Weight of each vehicle on a map
- 3.3.4 Service verification with date/time stamp and GPS coordinates for all pickups
- 3.3.5 Time on route and percentage complete
- 3.3.6 Can the system track the following information:
  - 3.3.6.1 Skips
  - 3.3.6.2 Too heavy

- 3.3.6.3 Not out
- 3.3.6.4 Blocked
- 3.3.6.5 Overfull
- 3.3.6.6 Extras
- 3.3.6.7 Reason codes for each type of exception
- 3.3.6.8 Landfill events and tickets
- 3.3.6.9 Timer events

- 3.3.7 If a photo is used to document a situation at a pickup location, will that photo be available in the back-office system in real time?
- 3.3.8 Describe your software's real-time mapping features. Can it show skips/not outs/etc. on a map?
- 3.3.9 Are there text messaging/instant messaging features that can be used by a driver to send information to the customer service representatives without contacting them on the radio? Can the messages be both pre-set and free form?
- 3.3.10 Are there features to allow the driver to create and send notes tied to a location/account including other services performed, repairs made, or the need to create a service order?

#### **4. Customer Service**

Information from the trucks will be accessed by customer service representative and the management team. Users are located at multiple locations throughout the City.

- 4.1. Can information in the office-based system be accessible by multiple users in multiple locations?
- 4.2 Does the system provide the ability to search for account by multiple fields?
- 4.3 What fields can be used to locate an account?
- 4.4 How is the customer service history made available?
- 4.5 Are pictures and driver comments associated with the customer account and viewable by customer service?
- 4.6 Does the system allow for location-based searching to identify vehicles within a specific radius?

#### **5. Reports**

Please indicate if delivered reports to meet the following needs are available in the proposed system.

##### **5.1 Reports for Management**

- 5.1.1 The ability to view a report or map to show all locations a driver or vehicle has been in a day

- 5.1.2 An alert or alarm if a truck has been idling in the same location for a time set by the City
- 5.1.3 All modifications or changes to a defined route that were taken by a driver in a day
- 5.1.4 Break times by driver, by day
- 5.1.5 Pickups per hour by type of service, by driver, by day
- 5.1.6 Weekly tonnage reports by route, by driver
- 5.1.7 Performance Metrics

## 5.2 Reports for Customer Service

- 5.2.1 All exceptions to completed pickups by route, by day
- 5.2.2 A listing of all notes tied to locations or accounts made by the drivers, by day
- 5.2.3 Does the system allow the user to download delivered reports into Excel?

## 5.3 Additional Reports

- 5.3.1 In addition to the reports listed above, please include samples of the key delivered reports included in the proposed system.
- 5.3.2 Is there an Ad-hoc reporting function available with the system?
- 5.3.3 Do delivered reports have security available to limit access by user?
- 5.3.4 Does the system allow the user to download delivered reports into multiple formats (Excel, Word, PDF, etc.)?

## 6. Implementation

- 6.1 Installation/Deployment** – Describe the implementation methodology including analysis, requirements definition, key milestones, system testing, system launch and the estimated duration of the project.
- 6.2 Project Management** – Describe the methodology used for change management and risk management
- 6.3 Vendor Resources**

For each resource to be assigned to this project, include the following information:

- 6.3.1 Role to be performed
- 6.3.2 Qualifications/Experience
- 6.3.3 References

## **6.4 City Resources**

To properly staff and support this project, please describe the resources needed from the City during installation, configuration and testing.

6.4.1 Role

6.4.2 Skillsets needed

6.4.3 Estimated duration of involvement

## **6.5 Training**

Describe the training needed, the training format (online, classroom, instructor-led, train the trainer) and the time requirements for each type of training.

6.5.1 Initial Training During Implementation

6.5.1.1 Driver

6.5.1.2 Customer Service Representative

6.5.1.3 Dispatcher and Supervisor

6.5.1.4 Management

6.5.1.5 System Administrator (passwords, security)

6.5.1.6 Information Technology Support (IT) for ongoing support, upgrades and system recovery

6.5.2 Describe the proposed post-implementation training.

## **6.6 Support**

Describe vendor support for the hardware included in this proposal.

6.6.1 What is the life expectancy of the vendor-supplied hardware?

6.6.2 Provide a description of the hardware-maintenance contract service options.

6.6.3 Describe how repairs to vendor-supplied hardware are normally made.

6.6.4 Describe the hardware warranty.

6.6.5 Customer Service

Describe the support provided after the installation is complete. Please describe your customer support team organization. Where is your support team located?

6.6.5.1 Post-Implementation Troubleshooting

6.6.5.2 Types of Service (help desk/online submission of service request)

6.6.5.3 Service Level Agreements/Response Times

6.6.5.4 Support Hours

## **6.7 Software Maintenance**

6.7.1 What is the frequency of software patches and updates?

6.7.2 Is there a release notes document describing functional updates when a new release is provided?

## **7. Pricing**

Provide pricing details for the individual components of the system.

7.1 System Hardware – price per unit

7.2 Maintenance Contracts – Hardware

7.3 Mounting Hardware

7.4 Installation – price per vehicle

7.5 Software – Perpetual license

7.6 Software – Maintenance per month per truck

7.7 Training

**B. Lobbying Restrictions Certification**

**LOBBYING RESTRICTIONS CERTIFICATION  
(FOR AWARDS OF \$100,000 OR MORE)  
(31 U.S.C. § 1352; 24 CFR Part 87 as amended by 2 U.S.C § 1601, et seq.)**

**To Accompany Proposal**

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

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

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

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

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

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

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

Company Seal:

## C. Debarment and Suspension Certification

### DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

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

**D. Non-Collusion Affidavit**

**NON-COLLUSION AFFIDAVIT**

To Accompany Proposal

TO: THE CITY OF TULARE

The undersigned, in submitting a proposal for performing the following work by contract, being duty sworn, deposes and says:

The they have not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to Be Done:

RFP for Solid Waste Route Management and Work Order System

Proposer's Name: \_\_\_\_\_

Signature of Proposer: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Notary Public in and for

the County of \_\_\_\_\_, State of California.

My commission expires: \_\_\_\_\_.



## F. Equal Employment Opportunity Compliance Certificate

### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

#### Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Tulare, the consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The consultant will, in all solicitations or advertisements for employees, placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the consultants' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the consultant's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the consultant may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The consultant will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as a result of such direction by the contracting agency, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

#### Certification on Non-Segregated Facilities

*The consultant hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.*

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# SAMPLE CONTRACT - *subject to changes*

## PROFESSIONAL SERVICES AGREEMENT

### PROJECT NAME

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Tulare, hereinafter referred to as the "CITY", and \_\_\_\_\_ hereinafter referred to as the "CONSULTANT".

### WITNESSETH

**WHEREAS**, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

**WHEREAS**, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "PROJECT"; and

**WHEREAS**, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and CONSULTANT agree as follows:

### I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in Exhibit "B" - Project Fee.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

## II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days following City's issuance of Notice to Proceed and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

## III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full, a sum not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_). This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B".
- B. Payment of Compensation: The CONSULTANT shall be compensated according to the progress payment schedule set forth in Exhibit "D" upon completion of percentage of each noted phase. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

## IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The \_\_\_\_\_ shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Tulare is specifically required.
- B. CONSULTANT: \_\_\_\_\_ shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

## V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this

Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
  2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
  2. Except with respect to defaults of sub consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
  3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
  4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

## **VI. INTEREST OF OFFICIALS AND THE CONSULTANT**

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
  1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
  2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

## **VII. NO PERSONNEL AGENCY, COMMISSION, OR CONTINGENT FEE**

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **VIII. SUBCONTRACTING**

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a

consultant performing the particular type of project.

- C. All subcontracts exceeding \$25,000 shall contain all provisions required of the prime contract.

## **IX. INDEPENDENT CONTRACTOR**

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

## **X. SPECIFICATIONS**

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

## **XI. DOCUMENTS/DATA**

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY (and any funding agency) be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.
- D. Patent Rights: Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions shall apply to this agreement.

## **XII. INDEMNIFICATION AND INSURANCE**

- A. With respect to acts, errors, or omissions in the performance of professional services, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, attorney fees, costs, or liability of any kind or nature arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her professional services under the terms of this Agreement.
- B. With respect to all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, attorney fees, costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subconsultants, if any) performance or failure to perform, under the terms of this Agreement; excepting those which arise out of the comparative fault of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
  - 1. Workers' compensation insurance as required by California statutes.
  - 2. Commercial general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, and Four Million Dollars (\$4,000,000) aggregate. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Consultant's Liability (if applicable).
  - 3. Professional liability insurance coverage, in an amount not less than Two Million Dollars (\$2,000,000). CONSULTANT shall maintain such coverage for at least four (4) years from the termination of this Agreement. During this four (4) year period, CONSULTANT shall use CONSULTANT'S best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- D. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Tulare, 411 East Kern Avenue, Tulare, CA 93274."

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

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

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

- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
  2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subconsultant's performance of the work covered under this Agreement.

### **XIII. NON-DISCRIMINATION**

CONSULTANT and all subconsultants shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

### **XIV. MISCELLANEOUS PROVISIONS**

- A. Asbestos and Hazardous Materials: In providing its services hereunder, FIRM shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify FIRM, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to FIRM arising there from.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor FIRM shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF TULARE:  
411 East Kern Avenue  
Tulare, CA 93274  
Attention: City Clerk

CONSULTANT:  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- F. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654 that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions there under.

**XV. ADDITIONAL MISCELLANEOUS PROVISIONS**

- A. Record Retention: The City, State, or their duly authorized representatives shall have access to any documents, books, papers, and records of the consultant (which are directly pertinent to the project) for the purpose of making an audit, examination, excerpts, and transcripts. The consultant shall maintain all required records for at least three (3) years after final payment on the project and all pending matters are closed. This also applies to all subcontracts in excess of \$25,000.

- B. Cost Principals: Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing factors regarding allowable elements of cost. Administrative requirements are set forth in 49 CFR, Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. This also applies to all subcontracts in excess of \$25,000.
- C. Changes in Work: If changes in scope, character, or complexity become desirable or necessary as work progresses, adjustments to the agreement may be made in writing signed by the CITY and CONSULTANT. In special cases, where it is essential that extra work be performed immediately, execution of the supplemental agreement covering the changes will be accomplished as soon as possible. This agreement shall provide for the preparation and submittal of contract change orders when applicable. There shall be no charge to the City when the change order is required to correct errors or omissions by the Service Provider
- D. General Compliance with Laws and Wage Rates: CONSULTANT shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- E. Compliance with the Copland "Anti-Kickback" Act (18 USC 874): CONSULTANT is prohibited from inducing, by any means, any person involved in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled (all suspected or reported violations shall be reported to the City).
- F. Equal Employment Opportunity:  
The Consultant shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
1. The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, the following equal opportunity clause:  
  
During the performance of this contract, the Consultant agrees as follows:
    - a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training including apprenticeship. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Consultant's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and pursuant to rules, regulations, and orders of the Secretary of Labor and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Consultant will include the portion of the sentence immediately preceding paragraph 17(a) (1) and the provisions of paragraphs 17(a)(1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with or by a subconsultant or vendor as a result of such direction by the Secretary of Labor, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- h. The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

- i. The Recipient agrees that it will assist and cooperate actively with the Secretary of Labor in obtaining the compliance of consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist in securing compliance.
- j. The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultants and subconsultants by the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

2. Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

- a. Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.
- b. Except in the case of subconsultants for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- c. Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

G. Monthly Reporting: The Contractor/Consultant shall submit a report on a monthly basis to the City covering the general progress of the job and describing any problems or factors being experienced.

H. Federal Non-Discrimination Statutes:

The Service Provider must comply with all Federal statutes relating to non-discrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) which prohibits discrimination on the basis of race, color, or national origin;
2. Section 112 of PL 92-45 and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794) which prohibits discrimination on the basis of handicaps;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C.6101-6107) which prohibits discrimination because of age;
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse;
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

7. Sections 523 and 527 of the Public Health Service Act of 1912 (42U.S.C. 290 dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et. seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing;
9. Any other non-discrimination provisions in the specific statute(s) under which the application for Federal assistance is being made; and
10. The requirements of any other non-discrimination statute(s) which may apply.

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

CITY OF TULARE:

CONSULTANT:

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
Chief Deputy City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attachments:

- Exhibit "A": Scope of Work
- Exhibit "B": Project Fees
- Exhibit "C": Schedule of Fees for Professional Services
- Exhibit "D": Progress Payment Schedule