



CITY OF REDWOOD CITY, CALIFORNIA

INFORMATION TECHNOLOGY DEPARTMENT

**REQUEST FOR QUOTE (RFQ) ON A
SECURITY CAMERA INFRASTRUCTURE ASSESSMENT
TO DEVELOP A MASTER PLAN FOR RECOMMENDATIONS ON SOFTWARE SOLUTIONS
AND SECURITY CAMERA SPECIFICATIONS FOR EXISTING AND FUTURE SECURITY
CAMERA EXPANSION.
FROM THE NEW MASTER PLAN, WRITE A REQUEST FOR PROPOSAL (RFP) FOR
VENDOR SELECTION.**

ISSUED ON:

Monday, December 3 2018

PRE-SUBMISSION INFORMATIONAL MEETING:

Tuesday, December 18, 2018

9:30 a.m. City Hall -- 1017 Middlefield Road

QUOTES DUE:

Friday, January 25, 2019 by 3:30 P.M. PST

The time and date quotes are due shall be strictly observed

CONTACT:

Ingo Azarvand

(650) 780-7638

iazarvand@redwoodcity.org

Table of Contents

SECTION I. INTRODUCTION 4

SECTION II. DEFINITIONS 4

SECTION III. ATTACHMENTS 5

SECTION IV. TIMELINE..... 5

SECTION V. INSTRUCTIONS TO PROSPECTIVE CONSULTANTS 5

 A. EXAMINATION OF RFQ DOCUMENTS..... 5

 B. REQUIRED QUOTE SUBMISSION DOCUMENTS 6

 C. QUOTE SUBMITTAL DEADLINE AND LOCATION 6

 D. WITHDRAWAL OF QUOTES 7

SECTION VI. SCOPE OF SERVICES..... 7

 A. Term 8

 B. Invoicing 8

 C. Payment 8

 D. Redwood City Business License..... 8

 E. Quote Cost 8

 F. Background Check..... 9

SECTION VII. TERMS AND CONDITIONS 9

 A. City’s Standard Terms and Conditions 9

 B. Pricing..... 9

SECTION VIII. CONTRACT AWARD 9

 A. SELECTION CRITERIA 9

SECTION IX. RIGHTS OF THE CITY 10

SECTION X. PUBLIC NATURE OF QUOTE MATERIALS..... 10

SECTION XI. COLLUSION..... 11

SECTION XII. FAIR DEALING/CONFLICT OF INTEREST..... 11

SECTION XIII. NON-CONFORMING QUOTE..... 11

SECTION XIV. QUESTIONS REGARDING THE RFQ..... 11

SECTION XV. CONTACT PERSON 12

ATTACHMENT A - QUOTE PRICING FORM 13

ATTACHMENT B - LIST OF INDEPENDENT CONTRACTOR(S), SUBCONTRACTOR(S) OR SUB-CONSULTANT(S), I.E. “OTHER CONTRACTOR” 16

ATTACHMENT C – REFERENCE LIST 17
ATTACHMENT D – SAMPLE GENERAL SERVICES AGREEMENT 17
EXHIBIT A 23

SECTION I. INTRODUCTION

The City of Redwood City is seeking quotes from highly qualified consulting firms experienced in working with municipal government entities and their security camera management systems. The City currently has 31 IP based cameras throughout Redwood City connecting to the Avigilon video management system (VMS) located at the Redwood City Police Department. The City is considering expansion of coverage to include additional locations such as; Court House Square, Redwood City Main Library, Magical Bridge Park, Jefferson parking garage and Marshall St. parking garage.

The selected Consultant will analyze existing City security camera infrastructure and develop a comprehensive security camera master plan. The master plan will build on the existing systems and include plans for expansion. Solutions should address deployment/utilization/reclamation of existing hardware and software to the greatest extent possible.

The comprehensive master plan will serve as the basis for an RFP, to be developed by the Consultant, and issued at a later time. The future RFP will include services for camera recommendation, installation, maintenance, software management, and data storage capacity for current and future expansion while building on existing infrastructure.

All necessary materials as specified should be included in the quote.

Copies of this RFQ are available online at <http://www.redwoodcity.org/business/bids-proposals>. All addenda related to this procurement will be posted online to the City's website.

SECTION II. DEFINITIONS

The following definitions shall apply to this Request for Quotes and its attachments.

Term	Definition
Consultant; Contractor	Any person or company submitting a quote in response to this Request for Quotes
City	City of Redwood City
City Council	City Council for the City of Redwood City
RFQ	This Request for Quotes regarding security camera infrastructure
IT	City of Redwood City, Information Technology Division
Successful Consultant	The Consultant that is selected by the City of Redwood City through this Request for Quote process to supply the materials specified in the Scope of Services herein

SECTION III. ATTACHMENTS

The attachments below are included with this RFP.

- Attachment A – Quote Pricing Form
- Attachment B - List of Independent Contractor(s), Subcontractor(s) OR Sub-consultant(s), i.e. “Other Contractor”
- Attachment C – Reference List
- Attachment D - Sample General Services Agreement

SECTION IV. TIMELINE

Action	Date
Request for Quote (RFQ) Release Date	Monday, December 3, 2018
Pre-Proposal Informational Meeting	Tuesday, December 18, 2018, 9:30 A.M. PST
Deadline for written questions / clarifications	Monday, January 7, 2019, 5:00 P.M. PST
Answers to questions released	Tuesday, January 14, 2019, 5:00 P.M. PST
Quote Submittal Deadline	Friday, January 25, 2019 by 3:30 P.M. PST
Successful Consultant Notification*	Tuesday, February 5, 2019
Notice to Proceed*	Tuesday, February 19, 2019

* Tentative dates

SECTION V. INSTRUCTIONS TO PROSPECTIVE CONSULTANTS

A. EXAMINATION OF RFQ DOCUMENTS

Before submitting a quote, Consultants should read this RFQ carefully and inform themselves completely of all details outlined herein. The submission of a quote shall be deemed a representation and certification by the Consultant that:

- Consultant has carefully read and fully understands the information provided by the City to serve as the basis for submission of the quote;
- Consultant has the capability to successfully undertake and complete the responsibilities and obligations of the quote being submitted;
- All information contained in the quote is true and correct;
- Consultant did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Consultant in regard to the amount, terms or conditions of the quote; and
- Consultant acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Consultant, Consultant grants the City permission to make these inquiries, and Consultant will provide any and all related documentation in a timely manner.

- The selected consultant will be ineligible to submit a proposal to the RFP developed according to the Scope of Work in this RFQ.
- The submitted quote is valid for 90 days, more if City and Successful Bidder are in contract negotiations.

No request for modification of the quote shall be considered after the Quote Submittal Deadline of Friday, January 25, 2019 by 3:30 P.M. PST

B. REQUIRED QUOTE SUBMISSION DOCUMENTS

As a part of their quote submission, Consultants shall submit the following documents.

Documents to Submit	Comments
Pg. 1- 12 of RFQ	Must be included
Quote Pricing Form	Must be filled out completely and signed
List of Independent Contractor(s), Subcontractor(s) or Sub-consultant(s), i.e. "Other Contractor"	Must be filled out completely
Reference List	Must be filled out completely
Sample General Services Agreement	Include all pages
Addenda, if any	Must be signed

C. QUOTE SUBMITTAL DEADLINE AND LOCATION

Quotes are due on or before **Friday, January 25, 2019 by 3:30 P.M. PST**. Consultant shall hand deliver or mail three (3) copies of its quote in sealed envelope(s) to:

City of Redwood City
Attn: Ingo Azarvand
 1301 Maple St.
 Redwood City, CA 94063

OR Electronic filings may be submitted via email to Ingo Azarvand: iazarvand@redwoodcity.org. If submitting electronically, use the following guidelines

- Email subject line: RFQ SECURITY CAMERA
- Only PDF submissions will be accepted

- Maximum file Size: 8 MB. If submitting a larger file, please coordinate with the project lead to arrange another deliver method.

Quotes must bear the Consultant's name and address, and be clearly marked **“QUOTE FOR SECURITY CAMERA INFRASTRUCTURE; DUE: by Friday, January 25, 2019 by 3:30 P.M. PST.”**

Late quotes will not be considered.

D. WITHDRAWAL OF QUOTES

Any Consultant may withdraw his or her quote by written request, addressed to the City contact specified in Section XV, at any time prior to the Quote Submittal Deadline.

SECTION VI. SCOPE OF SERVICES

Contractor will furnish Security Camera Infrastructure Consulting Services as specified in Attachment A – Quote Pricing Form.

The Contractor must be able to:

- Hold a sufficient number of meetings with staff representatives from City Information Technology (1017 Middlefield Road) and Redwood City Police Department (1301 Maple St.) in order to identify security camera infrastructure, needs and related operational concerns. Individual department heads and/or their designated representatives affected by a camera installation project will be included in camera coverage discussions
- Prepare a security camera infrastructure assessment to make master plan recommendations on software solutions and security camera specifications for existing project locations identified in Section I, Information, and future expansion, building on existing infrastructure.
- Meet with City and Police Department (1301 Maple St.) in order to identify security camera infrastructure needs and related operational concerns including live monitoring, video extraction and identification which may be used as evidence in a criminal or civil action, and video retention as defined by the City's Record Retention Policy and applicable laws.
- Prepare schematic drawings of current security camera infrastructure and future expansion for the identified projects listed in Section I, Introduction
- From the developed master plan, create a Request for Proposal (RFP) for selecting a qualified vendor for camera selection, installation, maintenance, and data storage capacity assessment for current and yet to be identified future expansion beyond the identified locations in Section I, Information
- Evaluate all RFP responses and provide a summary report with comparisons and recommendations.

A. Term

Work shall be completed no later than 120 days from the effective date of the agreement. The contract may be extended up to one (1) year by mutual agreement of the parties in writing. The City shall notify the Contractor in writing of the intent to extend the contract.

B. Invoicing

Contractor will submit invoices to the attention of Ingo Azarvand, Senior IT Analyst, 1301 Maple St., Redwood City, CA 94063. Invoices will be accepted on a work completed basis. Invoicing for completed work will be accepted within the following categories and percentage range of the contract amount:

- 25% payable 30-days from contract award
- 25% payable upon City IT technical acceptance of recommendations for camera, video software management, and video storage solutions
- 25% payable upon City acceptance and posting of vendor Request for Proposal (RFP)
- 25% payable upon written review of RFP's and recommendations for vendor selection.

C. Payment

If a contract is awarded, the percentage of payment to the Successful Consultant shall be calculated from the Successful Consultant's quote or as negotiated between the Successful Consultant and the City. Payment will be made within thirty (30) days of receipt of an accurate invoice. Payment will be made no more frequently than monthly.

D. Redwood City Business License

The Successful Consultant must either possess a current, valid Redwood City business license or have submitted a Redwood City business license application and fee at the time of contract award. Business license information (application, ordinance, fees) can be found by navigating to the City of Redwood City homepage (www.redwoodcity.org) and selecting "Business," "Starting a Business," "Business Licensing."

E. Quote Cost

The Contractor must complete, sign and submit Attachment A – Quote Pricing Form with Contractor's quote. All pricing must be inclusive, and include all labor, material, and equipment necessary for all tasks listed in this Scope of Services. Provision of this information assists the City in determining whether the Consultant understands the project, whether the costs are fair and reasonable in light of the services to be provided, and provides City staff with tools to negotiate the final cost.

The Contractor acknowledges that by submitting a quote, the Contractor's proposed pricing is bound for ninety (90) days after the Quote Submittal Deadline.

F. Background Check

The Successful Consultant(s) must pass a Live-Scan criminal background check for all staff working on this project.

SECTION VII. TERMS AND CONDITIONS

A. City's Standard Terms and Conditions

The terms and conditions set forth in Attachment D - Sample General Services Agreement will apply to any contract resulting from this RFQ.

B. Pricing

Pricing shall remain firm throughout the first year term of the contract. Additional services requested by the City, extending beyond the scope and term of the initial agreement will be negotiated before any service is provided and will follow all applicable City service agreement protocols.

SECTION VIII. CONTRACT AWARD

The City will recommend the award of a contract with interdependent consideration to the lowest price, full response to the RFQ, and verified capability of the Consultant. Award of contract occurs when the service agreement is approved and signed by the City. A Recommendation of Award does not constitute award of contract.

Contract documents will consist of the General Services Agreement which will contain relevant portions of this RFQ, all related attachments, and the successful consultant's written quote.

A. SELECTION CRITERIA

- Consultant reputation among clients, vendors
- Technical expertise of consultant, staff
- Experience in the Public Sector
- Completeness of response
- Project Cost
- Sample documentation
- Well defined processes

SECTION IX. RIGHTS OF THE CITY

This RFQ does not commit the City to enter into a contract. The vendor is solely responsible for all costs vendor incurs in preparation and submission of quotes, or in anticipation, negotiation, and preparation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all quotes;
- Issue subsequent RFQs and/or addendums;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the RFQ process;
- Approve or disapprove the use of particular sub-consultants;
- Negotiate with any, all, or none of the Consultants;
- Cancel the RFQ and reject any and all quotations in whole or in part when it is in the best interest of the City;
- Waive informalities and irregularities in the quotes;
- Accept, modify, or reject any items of the quote;
- Enter into an agreement with another Consultant in the event the originally selected Consultant defaults or fails to execute an agreement with the City due to unresolvable differences or not responding in a timely manner; and
- Enter into an agreement with multiple Consultants for different portions of work as outlined in Section VI. Scope of Services.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and of the Consultant.

SECTION X. PUBLIC NATURE OF QUOTE MATERIALS

Responses to this RFQ become the exclusive property of the City. At such time as the City recommends the Contractor to the City Manager or to the City Council, as applicable, all quotes received in response to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each quote which are defined by the Consultant as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such quote or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the California Public Records Act. Any quote which contains language purporting to render all or significant portions of the quote "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Consultant submits is a trade secret. If a request is made for information marked as "Confidential,"

“Trade Secret,” or “Proprietary,” the City shall provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

SECTION XI. COLLUSION

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

SECTION XII. FAIR DEALING/CONFLICT OF INTEREST

The Consultant warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Consultant, or any agent or representative of the Consultant to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFQ. The Consultant also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFQ and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Consultant’s business.

SECTION XIII. NON-CONFORMING QUOTE

A quote shall be prepared and submitted in accordance with the provisions of these RFQ instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a quote may be sufficient grounds for non-acceptance of the quote, at the sole discretion of the City.

SECTION XIV. QUESTIONS REGARDING THE RFQ

If questions about the RFQ arise after the Pre-Proposal Meeting on Tuesday, November 13, 2018, they should be submitted in writing and addressed to the City contact person identified in Section XV no later than Monday, November 19, 2018, by 5:00 P.M. PST. Answers to written questions will be addressed incrementally as they are submitted with the last City response being provided on Tuesday, November 27, 2018, by 5:00 P.M. PST. Inquiries received after the date and time stated will not be accepted.

Any interpretations or corrections of the RFQ will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the RFQ and must be signed and submitted with the quote.

Oral interpretations or clarifications will be without legal effect.

SECTION XV. CONTACT PERSON

Inquiries relating to this RFQ and/or the required services should be directed to:

Ingo Azarvand
Senior IT Analyst
1301 Maple St.
Redwood City, CA 94063
Phone: 650-780-7638
iazarvand@redwoodcity.org

PLEASE SUBMIT ALL PAGES OF THE RFQ. AS IT RELATES TO THIS QUOTE, PLEASE TURN IN ALL PAGES.

ATTACHMENT A - QUOTE PRICING FORM

The project price must be complete and include tax, delivery, labor, and other charges where appropriate. Prices remain firm for one-year after award of contract to Successful Consultant.

A Pre-Proposal Informational Meeting will be held on:

Date: November 13, 2018

Time: 9:00 A.M. PST

Location: 1017 Middlefield Road, Conference Rm, 2A, Redwood City, CA 94063

The Consultant shall provide Security Camera Infrastructure Consulting Services:

- Hold a sufficient number of meetings with staff representatives from City Information Technology (1017 Middlefield Road) and Redwood City Police Department (1301 Maple St.) in order to identify security camera infrastructure, needs and related operational concerns. Individual department heads or their designated representatives affected by a camera installation project will be included in camera coverage discussions for their project
- Prepare a security camera infrastructure assessment to make master plan recommendations on software solutions and security camera specifications for existing project locations identified in Section I, Information, and future expansion, building on existing infrastructure
- Meet with the City in order to identify security camera infrastructure needs and related operational concerns
- Prepare schematic drawings of current security camera infrastructure and future expansion for the identified projects listed in Section I, Introduction
- From the developed master plan, create a Request for Proposal (RFP) for selecting a qualified vendor for camera installation and maintenance, with system integration capability for an identified digital media software and data storage solution for current and yet to be identified future expansion beyond the identified locations in Section I, Information
- Evaluate all RFP proposals and provide a summary report with comparisons and recommendations for City IT to consider for their vendor selection.

The following format has been prepared as a guide for the development of the quote in response to this RFQ. Responses should address each item thoroughly and follow this format. Submittals shall be limited to responses to the issues outlined below and shall not exceed ten (10) pages. This page limit does not include the following items outlined below: cover letter, table of contents, resumes and relevant experience.

1. COVER LETTER AND LETTER OF INTEREST: Please indicate the name of the Consultant who will serve as the contact for your firm and be the City's contact throughout the project. Please state the name of the firm, address of the office submitting the quote, telephone and fax numbers, the date the firm was established, the type of firm (individual, corporation, etc.), and types of business conducted. The letter must be signed by a representative of the firm with authorization to bind the firm by contract.

2. FIRM ORGANIZATION: Please provide a brief history of your firm including number of years in business and professional experience with municipal projects. Specifically identify any projects your firm has completed that are similar to the Scope of Work delineated in this RFQ.

3. PROJECT TEAM: Please identify the following key members of the project team that will be involved with this project and provide experience and qualifications of each member by including resumes: Principal or Partner in Charge; Project Consultant; Associated Consultant(s) and Designer(s); Consulting Engineer(s). On Attachment B, please include any independent contractor(s), subcontractor(s) or sub-consultants (see Attachment-B List of Independent Contractor(s)...).

4. FINANCIAL: Describe your firm's fees for professional services to complete this project. Please provide adequate detail and breakdown for costs related to the Scope of Work delineated above. Include, as appropriate, hourly billing rates by position.

5. RELEVANT EXPERIENCE: Please describe at least three (3) projects that you feel demonstrate your firm's ability to accomplish this project. The description should include the project name and location, year completed or current status.

6. CLIENT REFERENCES: On Attachment C, please provide at least three recent (past five years) clients for whom your firm has provided consulting work similar to what is being requested in this RFQ.

7. Price Quote Breakdown:

1) Evaluation of existing and future expansion capabilities for proposed security camera solutions and recommendations for camera selection, video software management solution, data storage and retention solution, with appropriate schematic drawings of current infrastructure and future expansion to inform development of a Master Security Camera Program.	Quote: \$ _____
2) Written RFP for security camera Integration vendor.	Quote: \$ _____
3) Review of RFP proposals with City staff for vendor selection.	Quote: \$ _____
Total Quote	\$ _____

This quote is binding upon the undersigned for ninety (90) days after the Quote Submittal Deadline.

COMPANY: _____
 ADDRESS: _____

 DIR NUMBER: _____
 CONTACT PERSON: _____
 TELEPHONE: _____

SIGNATURES FOR CONSULTANT:

If INDIVIDUAL, Sign Below

If CORPORATION, Sign Below
 (Show Names of Non-signing Officers)

 Signature Date

 A CORPORATION

 Post Office Address

 Name of State Where Chartered

 Signature Date

If PARTNERSHIP, Sign Below
 (Show Names of Non-signing Partners)

 PRESIDENT Date

 Name of Partners

 SECRETARY Date

 Signature Date

 TREASURER Date

 Post Office Address

 Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS QUOTE PRICING FORM, INCLUDING THE SIGNATURE PAGES. AS IT RELATES TO THIS QUOTE, PLEASE TURN IN ALL PAGES.

**ATTACHMENT B - LIST OF INDEPENDENT CONTRACTOR(S),
SUBCONTRACTOR(S) OR SUB-CONSULTANT(S), I.E. "OTHER CONTRACTOR"**

The following are the independent contractor(s), subcontractor(s) or sub-consultant(s) that Consultant proposes to engage for the following types of work. Any type of work not designated below will be done by the main Contractor listed on the agreement with the City of Redwood City.

Work to be Performed by Other Contractor	Name and Address of Other Contractor

MAIN CONTRACTOR

COMPANY NAME:

MAIN CONTRACTOR ADDRESS:

**AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS LIST OF INDEPENDENT CONTRACTOR(S),
SUBCONTRACTOR(S) OR SUB-CONSULTANT(S), I.E. "OTHER CONTRACTOR". AS IT RELATES TO THIS
QUOTE, PLEASE TURN IN ALL PAGES.**

ATTACHMENT C – REFERENCE LIST

Please list 3 public agency clients, along with a very brief description of the work, which the City may contact regarding the Contractor's work performance.

REFERENCE # 1

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

REFERENCE # 2

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

REFERENCE # 3

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS REFERENCE LIST. AS IT RELATES TO THIS QUOTE, PLEASE TURN IN ALL PAGES.

ATTACHMENT D – SAMPLE GENERAL SERVICES AGREEMENT

GENERAL SERVICES AGREEMENT

This Agreement is made and entered into between the City of Redwood City ("City"), a municipal corporation, and _____ [insert form of company: corporation of _____, limited liability company, sole proprietor] ("Contractor") as of [date] (the "Effective Date"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. **Scope of Work.** Subject to the terms and conditions of this Agreement, Contractor shall provide those services described in Exhibit A and incorporated herein by reference. In summary, the scope of services includes but it not limited to _____.
2. **Payment Terms.** For the services described in Exhibit A, the City agrees to pay Contractor a total amount that shall not exceed _____, which amount shall include all expenses. Contractor shall submit progress billings on a monthly basis, if applicable. Contractor's bill shall include the following information for the project: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, a brief description of any costs incurred, percent completion to date of each task and subtask, total of prior billings, amount for billing period, total billing to date. In no event shall Contractor submit any billing for an amount in excess of the maximum amount of compensation provided for in this section.
3. **Term of Performance.** Contractor shall begin performing the services set forth in Exhibit A as soon as he or she is notified by the City. Contractor shall thereafter perform and complete all services by no later than _____ (insert date).
4. **Independent Contractor.** At all times during the term of this Agreement, Contractor, its employees and agents shall be independent contractors and not employees or agents of the City. Contractor, its employees and agents shall have no authority, express or implied, to bind the City to any obligation whatsoever.
5. **Assignment and Subcontracting.** It is recognized by the parties hereto that a substantial inducement to City for entering into this agreement was, and is, the qualifications and competence of Contractor. Therefore, Contractor shall not subcontract, assign or transfer any portion of the performance contemplated and provided for in this Agreement without the approval of the City Manager. Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.
6. **Hold Harmless.** Contractor shall, to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable ("Claims"). Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description, including attorneys' fees, expert's fees, court costs and disbursements, that arise out of, pertain to, or relate to such Claims,

whether directly or indirectly (“Liability”). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence or willful misconduct of the City.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the Indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

Furthermore, notwithstanding the foregoing, to the extent this Agreement is a construction contract” as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Nothing herein contained in this Agreement shall be construed to require Contractor to indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

7. Insurance. Contractor shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Contractor or Contractor’s agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than “A:-VII”.

7.1 Coverages and Limits. Contractor, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement.

7.1.1 Commercial General Liability Insurance. Contractor shall maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

7.1.2 Business Automobile Liability Insurance. Contractor shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

7.1.3 Workers' Compensation Insurance. Contractor shall maintain coverage as required by the California Labor Code. The Workers' Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

7.1.4 Employer's Liability Insurance. Contractor shall maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

7.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Contractor providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

7.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event shall Contractor commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

7.4 Failure to Maintain Coverage. If Contractor fails to comply with these insurance requirements, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

7.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

8. Nondiscrimination and Equal Opportunity. During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, sexual orientation or age.

9. Labor Code Prevailing Wage. To the extent applicable, contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. No less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all

workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection at the City officers. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. Documents. If applicable, Contractor shall deliver to the City, on request of the City Manager, copies of all original papers, documents and any other materials, in electronic or any other form, prepared by Contractor pursuant to this Agreement.

11. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents or subcontractors by federal or state law, Contractor warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

12. Time is of the Essence. Contractor agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified in Exhibit A. In the performance of this agreement, time is of the essence.

13. Termination. This Agreement may be terminated or suspended by the City upon fifteen (15) days written notice. Upon receipt of such notice from the City, Contractor shall immediately stop all work under this Agreement. In the event of termination by the City, Contractor shall be entitled to payment on a pro rata basis for the services performed as of the date of termination, to the extent they were performed in accordance with this Agreement.

14. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

15. Contract Administration and Notice. This Agreement shall be administered on behalf of the City by the _____, (Name & Title). Any written notice between the parties shall be sent to:

City of Redwood City Attention: _____ Department of _____ 1017 Middlefield Road Redwood City, CA 94063	Contractor's Name Attention: _____ Contractor's Address City, State, Zip
--	---

16. Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, represents the entire and integrated agreement between City and the Collaborative and supersedes all prior negotiations, representations or agreements, either written or

oral. Where the terms and conditions set forth in Exhibit A conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

17. Miscellaneous. The laws of the State of California shall govern this Agreement and all matters relating to it and venue for state court shall be in Redwood City and for federal court in San Francisco. In the performance of this Agreement, Contractor shall abide by and conform to any and all applicable laws, including, but not limited to the Redwood City Municipal Code.

IN WITNESS HEREOF, the parties have caused their authorized representatives to execute this Agreement on _____, 2018. This Contract is not valid until signed by all parties below.

CITY:

CONTRACTOR

By: Melissa Stevenson Diaz, City Manager

By:

ATTEST:

Title: _____

City Clerk

Contractor's Redwood City License Number

Contractor's Tax I.D. Number

EXHIBIT A

1. Scope of Work/ Tasks Deadline

2. Payment Terms

PLEASE SUBMIT ALL PAGES OF THIS SAMPLE GENERAL SERVICES AGREEMENT. AS IT RELATES TO THIS QUOTE, PLEASE TURN IN ALL PAGES.