



**Notice requesting qualifications (RFQ) for on-call consulting for communications support services.**

The City of San Luis Obispo is requesting proposals from qualified vendors to furnish communications support services. All proposers must register with BidSync at [www.BidSync.com](http://www.BidSync.com), where proposers can obtain RFQ packages and submit questions.

All firms interested in receiving further correspondence regarding this Request for Qualifications (RFQ) will be required to complete a free registration using BidSync ( <https://www.bidsync.com/bidsync-appweb/vendor/register/Login.xhtml>). All proposals must be on BidSync at or before 3:00 PM on \_\_\_\_\_ when they are opened electronically on BidSync.

The preferred method for bid submission is electronic via BidSync. However, if you wish to submit a paper copy, please submit it in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401.

Specification packages and additional information may be obtained at the City's BidSync website at [www.BidSync.com](http://www.BidSync.com). Please contact Dan Clancy at [dclancy@slocity.org](mailto:dclancy@slocity.org) with questions.

## **Section A**

### **DESCRIPTION OF WORK**

The City of San Luis Obispo ("City") seeks qualifications for communications support services to enhance community outreach and engagement through more robust and coordinated communication functions within the City.

#### **I. GENERAL**

The goal is to ensure mutually beneficial, two-way communication with external (such as residents, non-profit service providers, business owners and operators, business community representatives, other governmental agencies, among others) and internal audiences about City issues and services, leading to a more responsive government and a high level of public confidence. It is anticipated that the outcome from this effort will be increased community satisfaction with City communication.

Currently, the use of contract services helps to streamline communication processes to get important information to community members more quickly and, internally, to ensure effective and efficient exchange of information between City departments and employees. The focus of the consultant work will continue to be on communication planning, content creation, community and media outreach training, strategic communications counsel, and support on emergent communications issues as needed.

The Consultant will work through a single point of contact in the City's Administration Department, such as the Public Communications Manager or their designee. A sample scope of work is provided; however, final scopes of work will be determined with the selected Consultant as a part of any contract during negotiations.

#### **II. SCOPE OF WORK**

1. Strategic public outreach, information and engagement planning
2. Public information distribution
3. Emergency communications services
4. Brand awareness strategies
5. Media planning and buying
6. Small projects - content creation including
  - a. Full-service graphic design
  - b. Light graphic design projects
  - c. Video and photography production
  - d. Key messages development
  - e. Speechwriting and editorial content
  - f. Media relations and news releases
  - g. Informational, educational social media posts
7. Construction project information facilitation
8. Stakeholder engagement and information gathering

#### **III. SUBMITTAL CONTENT**

1. **Letter of Interest\_(5-page maximum).** Please include in the submittal a letter introducing the

Consultant and expressing the Consultant's interest in being considered for on-call consulting services, clearly identifying the applicable sub-area(s) of interest. The letter of interest should also include all of the following:

- a. Provide the name of the entity, its mailing address, telephone, facsimile number. Please describe the organization.
- b. Indicate that the Consultant has the availability and time to dedicate the personnel and resources necessary to provide on-call consulting services.
- c. Indicate that the Consultant has the minimum qualifications listed in Section III above.
- d. Indicate the intention of the Consultant to adhere to the provisions described in the RFQ.
- e. If selected to provide on-call consulting services, the Consultant will be expected to sign a service provider agreement with the City.
- f. Please identify the contact person responsible for the submittal, specifying the name, title, and contact information.
- g. Please note that the person signing the letter of interest must be a legal representative of the Consultant authorized to bind the Consultant to an agreement in the event of an award.

## **2. Relevant Experience of Key Personnel and the Firm (10-page maximum).**

- a. **Key Personnel Experience.** The submittal must identify the key personnel that is to be assigned if awarded a contract, detailing their qualifications, areas of expertise, a summary of their past experience performing similar services for other jurisdictions, and a resume of each key personnel, including experience working with City staff, local San Luis Obispo community groups and decision-makers, and regional partner agencies.
  - b. **Firm Experience.** The submittal must describe the Firm's pertinent project experience, including a list of performed relevant projects, past performance, individual or team accomplishments, and examples of similar work for San Luis Obispo or neighboring jurisdictions in California, including experience working with City staff, local San Luis Obispo community groups and decision-makers, and regional partner agencies.
  - c. **General Firm Information.** General firm information including the number of employees, location of firm headquarters, branch offices, and the number of years in business may also be provided. Please note that general firm information is not a substitute for the specific information requested in Sections IV.2.a and b above.
3. **Fee Structure.** Please include a clear and comprehensive fee schedule, including a detailed statement of hourly rates for all positions and classifications of individuals involved and reimbursable expenses. Please also include the rates for a project-by-project basis, as noted in the sample Scope of Work above.
4. **Client References.** Consultants must provide a minimum of three (3) client references.

## **IV. ADDITIONAL SERVICES**

If there are related services not otherwise identified in the City's RFQ, the Proposer may offer those to the City. Proposals are not required to address any additional services in order to be considered an acceptable proposal. However, the final selection of the successful Proposer may be based on the desirability of the additional services offered.

## V. SELECTION PROCESS

Submittals received by the deadline will be reviewed by a selection panel comprised of City staff who have relevant knowledge and experience. The panel will score the proposals based upon the qualification materials submitted according to the following criteria:

1. **Letter of Interest.** Availability demonstrated the capacity and qualifications necessary to provide the consulting services specified in the RFQ. Ability to meet standard City contract and insurance requirements.
2. **Relevant Experience.**
  - a. Demonstrated ability, based on consultant experience and specific experience of key personnel, to provide technical assistance on the types of tasks listed in the RFQ. Consultants need not necessarily be experts in every task in a given sub-area in order to achieve a favorable score.
  - b. Prior experience, including the ability to work with City staff, local San Luis Obispo community groups and decision-makers, and regional partner agencies. (30 Points Maximum)
3. **Responsiveness to the RFQ.** Presentation, completeness, and clarity of information provided.
4. **Fee Structure.** The Consultant's cost competitiveness and reasonableness. (20 Points Maximum)
5. **Client References.** (Pass/Fail)

The submittals will be scored on a zero to 100-point scale, excluding bonus points. Consultants who qualify will be placed on the list of qualified on-call consultants for each subarea. Placement on the list of qualified on-call consultants is not a guarantee of work and does not constitute a commitment by the City to enter into a contract with the Consultant. As appropriate, the City may conduct an additional competitive process (e.g., solicit bids or issue Requests for Proposals) prior to awarding contracts. The City anticipates that all services will be on an as-needed or on-call basis.

## IV. ADDITIONAL TERMS AND CONDITIONS

- A. **Nondiscrimination.** The City will not discriminate against any interested consultant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
- B. **City's Right to Modify RFQ.** The City reserves the right at its sole discretion to modify this RFQ (including but not limited to the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum. The failure of a consultant to read the latest addendums shall have no effect on the validity of such modification.
- C. **City's Right to Cancel RFQ.** The City reserves the right at its sole discretion to cancel this RFQ in part or in its entirety should the City deem that it is in the City's best interests to do so.
- D. **City's Right to Reject All Submittals.** The City reserves the right, in its sole discretion, to reject all submittals should the City deem that it is in its best interests to do so.

E. **City's Right to Extend RFQ Deadlines.** The City reserves the right to extend the deadline for submittals by written addendum should the City deem that it is in its best interests to do so.

F. **City Right to Negotiate With Consultants.** The City reserves the right to negotiate with the consultants on the list of qualified on-call consultants regarding their exceptions to the standard service provider agreement if any, or regarding other price and terms in their submittals and to require the selected Consultant to submit such technical, price, or other revisions of their submittals as may result from negotiations.

G. **Standard Form Service Provider Agreement & Insurance.** Consultants acknowledge that placement on the list of qualified on-call consultants does not commit the City to award a contract. For any project, the City reserves the right to award a contract to consultants (1) that are on the list of qualified on-call consultants; (2) that have an existing contract with the City, or (3) that are selected through a separate competitive process.

Consultants on the list of qualified on-call consultants who are awarded a contract will be expected to sign a service provider agreement with the City. The standard service provider agreement and associated insurance requirements are attached as Attachment B.

Comments or exceptions, if any, to the standard service provider agreement and/or insurance requirements must be noted in the Letter of Interest. It is understood that consultants have reviewed the service provider agreement (Attachment B) and will take exception only to those items identified in their Letter of Interest.

Neither review of the submittal by the City nor placement on the list of qualified on-call consultants constitutes an acceptance by the City of the Proposer's recommended changes to the service provider agreement. If there are any concerns or proposed exceptions requested to the standard service provider agreement, these issues will be discussed at the time the City awards a contract, if any.

H. **Cost of Submittals.** All costs incurred during submittal preparation or in anyway associated with the Consultant's preparations or submission shall be the sole responsibility of the Consultant.

I. **Liability for Submittal Errors.** Consultants are liable for all errors and omissions contained in their submittals.

J. **Permits and Licenses.** Consultants, at their sole expense, shall obtain and maintain during the term of any agreement all appropriate permits, certificates, and licenses including, but not limited to, a City Business License, which will be required in connection with the performance of on-call consulting services.

## VII. **ADDITIONAL CONSIDERATIONS AND ASSUMPTIONS**

1. All works submitted to and accepted by the City must be an original piece created by the Contractor.
2. All works submitted by the Contractor must be in standard U.S. English and adhere to the Branding and Style Guide.
3. All works must be submitted in Microsoft Word format and include a headline pertaining to the work in bold. The work should appear in a non-bolded Calibri, 12-point font.
4. The City reserves the right to use all submitted works in current and/or future forms of current media and/or media to be developed.

## AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [date], by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S OR CONSULTANT'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor or Consultant.

### WITNESSETH:

WHEREAS, the City wants to [generally describe the service we want to be performed].

WHEREAS, [Contractor/Consultant] is qualified to perform this type of service and has submitted a [proposal/quote \* please always get a proposal in writing] to do so, which has been accepted by City.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until [DATE] and acceptance or completion of said services.

2. **INCORPORATION BY REFERENCE** City RFQ \_\_\_\_\_ and Contractor's proposal dated [date] is hereby incorporated in and made a part of this Agreement and attached as Exhibit A. The City's terms and conditions are hereby incorporated in and made a part of this Agreement as Exhibit B. To the extent that there are any conflicts between the Contractor's fees and scope of work and the City's terms and conditions, the City's terms and conditions shall prevail unless specifically agreed otherwise in writing signed by both parties.

3. **CITY'S OBLIGATIONS.** For providing services as specified in this Agreement, City will pay and Contractor shall receive therefor compensation in a total sum not to exceed \$[xx,xxx] for [\_\_\_\_\_].

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and Agreements herein before mentioned to be made and performed by City, Contractor agrees with City to provide services as set forth in \_\_\_\_\_

5. **AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Department Head or City Manager of the City.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral Agreement, understanding, or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

**City**

**[DEPT]**

City of San Luis Obispo

**Contractor/Consultant**

Name

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO, A Municipal Corporation

By: \_\_\_\_\_  
[City Manager Or Dept Head]

APPROVED AS TO FORM:

CONTRACTOR

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

By: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of the City's Request for Proposal referenced in paragraph 2 of the Agreement, unless changes are otherwise approved and agreed to in writing between the parties. If the Agreement is entered into outside of a Request for Proposal, Contractor shall provide proof of insurance in the form of coverages and amounts specified in Exhibit C.
2. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.
3. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with all federal, state, county, City, and special district laws, ordinances, and regulations.
4. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
5. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
6. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
7. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
8. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
9. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
10. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all



subcontractors engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

11. **Contractor Nondiscrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
12. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
13. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
14. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
15. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
16. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.

17. **Hold Harmless and Indemnification.**

(a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) **Non-design, construction Professional Services:** To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) **Design Professional Services:** In the event Consultant is a "design professional", and the Scope of Services require Consultant to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert Consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Consultant, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Consultant shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Consultant unless adequately corrected by Consultant. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to Consultant

under this paragraph exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.

(d) The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

18. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

19. **Termination for Convenience.** The City may terminate all or part of this Agreement for any or no reason at any time by giving 30 days written notice to Contractor. Should the City terminate this Agreement for convenience, the City shall be liable as follows: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten (10) percent of the total purchase price; (b) for custom products, the less of a reasonable price for the raw materials, components work in progress and any finished units on hand or the price per unit reflected on this Agreement. For termination of any services pursuant to this Agreement, the City's liability will be the lesser of a reasonable price for the services rendered prior to termination, or the price for the services reflected on this Agreement. Upon termination notice from the City, Contractor must, unless otherwise directed, cease work and follow the City's directions as to work in progress and finished goods.

20. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the terminations thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in

the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

## **INSURANCE REQUIREMENTS: Consultant Services**

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

**Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the Consultant's profession.

**Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions 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 retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance 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.

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

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage.** Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

## REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under  
the present business name: .

Describe fully three contracts performed by your Firm within the last five years that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your Firm's qualifications.

### Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and link to final report	

### Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and link to final report	

### Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	

Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and link to final report	



## STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The bidder shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- ***Do you have any disqualification as described in the above paragraph to declare?***

Yes ☐ No ☐

- ***If yes, explain the circumstances.***


Executed on \_\_\_\_\_ at \_\_\_\_\_ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Bidder Representative