



CITY OF FONTANA CALIFORNIA

REQUEST FOR QUALIFICATIONS FOR CRM Software Design & Development Services SQ-440-IT-09

SUBMISSION DEADLINE

**April 2, 2009
BY 2:00PM**

Submit To:
City Clerk's Office
8353 Sierra Avenue
Fontana, CA 92335-0518

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**CITY OF FONTANA
REQUESTS FOR QUALIFICATIONS
SQ-440-IT-09**

1. NOTICE INVITING REQUESTS FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that sealed Qualifications will be received at the office of the City Clerk, 8353 Sierra Avenue, Fontana, California, phone (909) 350-7678, until **2:00 p.m. on April 2, 2009**, at which time they will be made known publicly the Vendors submitting the qualifications for the following:

“REQUEST FOR QUALIFICATIONS FOR CRM Software Design & Development Services”

The City of Fontana is accepting RFQ’s from CRM Software Design & Development Consulting Vendors to provide CRM Software Design & Development Services for future City projects.

Interested Vendors may submit their qualifications for individual CRM Software Design & Development Services as listed in the RFQ for which they are qualified to provide CRM Software Design & Development Services. Upon final selection, a short list from qualified CRM Software Design & Development Vendors will be determined for each software development service. Once qualified, each qualified Vendor would still be required to submit a proposal for each project. The short list will be good for three years.

Detailed information and scope of CRM Software Design & Development Services may be obtained from www.fontanapurchasing.org or Purchasing Office, 8353 Sierra Avenue, Fontana, CA at (909) 350-7678. The scope of CRM Software Design & Development Services, proposal forms and contract documents are hereby referred to and incorporated herein, and made a part hereof by reference and all proposals must strictly comply therewith. Late submitted qualifications shall not be considered for review.

The City of Fontana reserves the right to reject any and all RFQ proposals and to waive minor irregularities, to accept any RFQ or portion thereof, and to take all RFQ proposals under advisement for a period of ninety (90) days.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Government Code Section 12940. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

City of Fontana hereby notifies all Vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for the award.

2. SCOPE OF SERVICES

The City of Fontana's Information Technology Department is currently developing several applications using the Microsoft Dynamics Customer Relationship Management System (v 4.0) as its development platform. Qualified vendors will be called upon to submit proposals for a variety of small and large development projects over the course of the next two to three years using this platform. Programming will be done under strict standards and controls and projects will be managed using accepted PMI Project Management techniques. Vendors must be Microsoft Certified in CRM and have a proven track record of successful development projects for public agencies. Specific requirements for this engagement will include experience in developing applications as defined herein using Microsoft CRM 4.0 and/or SharePoint 2007.

2.1 INTRODUCTION

The City of Fontana, is accepting proposals from Vendors to provide CRM Software Design & Development Services.

The City of Fontana will select Vendor Vendors based on their qualified expertise to perform the CRM Software Design & Development Services in their specialized fields. The projects selected by the City's project administrator may have more than one Vendor Vendor assigned to the project. This will depend on the needs of the different CRM Software Design & Development Services. The qualifications included in the proposal shall be based on the various CRM Software Design & Development Services as listed in 2.2 SERVICES section.

2.2 SERVICES

The Vendor may submit qualifications for all or any of the following listed fields for which they are qualified to provide CRM Software Design & Development services.

2.2.1 Land Asset Management and Parcel System (LAMPS) Project

The City has recently completed developing a Weed Abatement Management Systems using Microsoft CRM 4.0, ESRI Advanced Server, and ArgGIS Mobile. It integrates specialized code enforcement workflows with the City's ESRI geobase and handles fines, invoicing and legal actions. It was used as a proof of concept for using CRM as a development platform that could integrate with the ESRI GIS and Pentamotion Finance Plus systems.

The LAMPS project is a large scale project involving several departments and integrating several technologies and projects. The LAMPS Committee is working with project manager Marc Tamayo to develop a detailed project plan which should be available in April 2009. As part of that Plan a Work Breakdown Structure is being developed from which various Task Orders will be issued to qualified vendors to assist the City in developing this comprehensive system.

As part of the overall project, vendors will need to understand the Project Plan at a high level to be able to integrate the various components of the plan into the system package.

A generalization of the specific areas currently envisioned (subject to change) for the definition of future Task Orders is as follows:

2.2.1.1 GIS Parcel/Situs Data Management

This group of tasks will address the definition of the structure and content of attributes of the spatial data in the City's ESRI geobase.

2.2.1.2 Case Generation

This group of tasks will set up a generic framework for Cases to be used for more specific categories of case definition later on in the project.

2.2.1.3 Activity Generation

This group of tasks will set up a generic framework for activity definition and workflow for case management in specified case categories defined later in the project.

2.2.1.4 Fines/Fees Management

This module will cover how fees and fines are defined to the system so that logic rules and workflows can be used to calculate fees and fines associated with cases and activities. This also includes system administration and maintenance tools.

2.2.1.5 Invoicing

Invoices for fines generated from the processes must be generated and maintained in the system itself, but also may be integrated with the City's SunGard Pentamotion financial system.

2.2.1.6 CEGIS

One of the major modules of the project will be the Code Enforcement with Geographic Information System integration (CEGIS). It will require taking generic Case and fee and event Activity models and developing specific forms and workflows around the various code and ordinance enforcement activities of the Code Enforcement offices in the City's Police Department. Bidirectional communication will be required between the CRM and GIS systems.

2.2.1.7 Planning

This module will include the applications and permits that involve development planning from the initial application(s) through the approval and permitting processes. This resides within the Land Management System (LMS) portion of the LAMPS project.

2.2.1.8 Permits

At the heart of the LAMPS project is the generation of building permits for any and all building activity that takes place in the City, whether by developers building a new tract of homes or businesses or homeowners making additions and repairs to their homes. This entails a variety of permits, including engineering and fire permits.

2.2.1.9 Inspections

A critical part of the Planning/Permit workflow process is the need to do

inspections to ensure that the appropriate codes and ordinances are being followed. This is also a critical component of the LAMPS project. This requires integration with the City's existing IVR system.

2.2.1.10 Mobile GIS Interface

Most of the work done by code enforcement officers' work is performed in the field on laptop computers. They all have wireless access capabilities to the City's network infrastructure, but connectivity can be sporadic. Therefore, the system must be designed for offline work that can automatically synchronize with the main databases once connectivity is reestablished.

General Requirements for LAMPS

The Task Order form will include details of features and functions required for the various modules and work packages and will include the following elements that will be part of an iterative design process:

- Business Area Analysis with specific system requirements and documents
- Preliminary data table analysis
- Table structure definition
- Requirements Analysis
- Build tables, workflows, processes
- Test prototypes
- Review and reiterate
- Release
- Documentation and Knowledge Transfer
- Deploy

2.2.2 SPECIALIZED FORMS WORKFLOW APPLICATIONS

There are several Work Plan initiatives in the City's IT Department's Work Plan for which CRM may be a suitable platform on which to develop a solution. Alternatively, SharePoint may be a more appropriate solution for some, so selection of the specific platform has not yet been set. Some of the initiatives that may become additional Task Orders under this agreement include:

2.2.3.1 Contract Administration

The City engages in hundreds of contracts each year and each has specific deadlines, renewals, deliverables and other elements that must be monitored. Providing a system for developing, approving, and monitoring contracts is needed in all departments.

2.2.3.2 City-wide Citizen 311 Call Center

An important City Council goal is to provide citizens with a single point

of contact either by phone or the City's website where they can get information about city services and track their questions, issues, and complaints. Having such a system will ensure that City staff will not only take ownership of such inquiries but they will be more accountable to the needs of our citizens.

2.2.3.3 Forms/Workflow Engine

Many internal city forms such as Travel Requests, Leave Requests, New Hires, etc. are handled through an archaic method of paper shuffling. The City needs a mechanism to create electronic forms that can be routed through approvals based on the Microsoft Active Directory security model.

3. INSTRUCTIONS TO VENDORS

3.1 PROPOSAL TIMELINE

CLOSING DATE: April 2, 2009 @ 2:00 p.m.

3.2 VENDOR'S EXAMINATION

Before submitting a proposal, the proponent shall carefully examine the scope of services and other contract documents, and ensure that he/she has a clear understanding of the requirements of the contract work regarding the performance of work.

By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the solicitation and conditions of the standard City contract documents, and that it is capable of performing quality work to achieve the City of Fontana's objectives.

3.3 INTERPRETATION OF PROPOSALS AND DOCUMENTS

If any person contemplates submission of a proposal for the proposed contract and is in doubt as to the true meaning of any part of the scope of services, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, he/she may submit to the Purchasing Office a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Purchasing Office will not be responsible for any other explanation or interpretation of the proposed documents.

3.4 NOTICE TO PROPONENTS

The proponents shall be considered based on the best overall value to the City. The City Council shall decide in its sole and absolute discretion whether to enter into a contract at all, even if there are one or more qualified proponents. **The City shall not be limited to awarding to the lowest responsive, responsible proponent, but instead shall be entitled to negotiate for the best overall value to the City.** The City staff may, but is not obligated to, conduct interviews with proponents.

The City may automatically disqualify any proposal that does not meet the terms and conditions set forth in these "Instructions to Proponents."

3.5 LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same are expressly referred to herein or not. Any Vendor submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of services, contract documents, and to full compliance therewith.

3.6 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the Vendor. Such request must be delivered to the Purchasing Office's designated official prior to the proposal opening hour stipulated in the "Notice Inviting Sealed Proposals". The withdrawal of a proposal will not prejudice the right of the Vendor to submit a new proposal, providing there is time to do so.

3.7 IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

3.8 ADDENDA OR BULLETINS

All Vendors are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the service required for this project. Each Vendor shall be fully responsible for informing themselves as to whether or not any such addenda have been issued. The effect of all addenda to the contract documents shall be considered in the proposal, and said addenda shall be made a part of the contract documents and shall be returned with them.. Failure to cover in the proposal any such addenda issued may render the proposal irregular and may result in its rejection by the City.

3.9 NON-COLLUSION AFFIDAVIT

Vendor shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no office, agent, or employee of the City of Fontana is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a proposal for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

3.10 PROPRIETARY

The proponent shall identify those portions of their proposal that they deem to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All materials the proponent desires to remain confidential shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". All such materials so indicated shall be reviewed by the City and any decision not to honor a request for confidentiality shall be communicated in writing to the proponent. For those proposals which are unsuccessful, all such confidential materials shall be returned to the proponent. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment SHALL NOT be classified as confidential.

3.11 COMPETENCY OF PROPONENT

No proposal will be accepted from or contract awarded to a proponent who is not licensed in accordance with the law, who does not hold a license qualifying them to perform work under this contract, to whom a proposal form has not been provided and who has not successfully performed on projects of similar character and scope. The proponent may be required, before the award of any contract, to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and references are required at a minimum. The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

3.12 QUESTIONS AND COMMENTS

Questions and comments regarding this solicitation must be submitted in writing, either by mail, email or facsimile to Purchasing Office's designated official, no later than seven (7) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the City will be sent in writing to all known proposal holders.

3.13 CORRESPONDENCE

All correspondence is to be submitted to:

Sid Lambert
Purchasing Office
8353 Sierra Avenue
Fontana, CA 92335
slambert@fontana.org
(909) 350-7678

3.14 DELIVERY OF PROPOSALS

One complete set of paper forms, signed and simply bound and a complete set of the electronic version of the proposal shall be submitted in response to this solicitation. Proposals may be mailed or delivered by messenger. However, it is the proponent's responsibility alone to ensure delivery of the proposal to the hands of the City Clerk's Office or designated official prior to the proposal-opening hour stipulated in the "Request for Qualifications." Late submittals will not be considered. Fax submittals will not be accepted. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "**CRM Software Design & Development Services**", **SQ-440-IT-09**.

3.15 AWARD OF CONTRACT

Issuance of this Request for Qualifications and receipt of proposals does not commit the City to award a contract. After evaluation of all submittals for CRM Software Design & Development Services, CRM Software Design & Development Vendors will be chosen based on their

qualifications. A short list will then be prepared for each CRM Software Design & Development service from which Vendors will then be chosen for projects as they come on board.

When an CRM Software Design & Development Vendor is chosen for a project, they will be required to execute the Professional Services Agreement and submit the required insurance for that project.

3.16 TERM OF CONTRACT

Contract period shall be limited to the respective project. Vendor understands that this contract shall not bind nor purport to bind the City of Fontana for any contractual commitment in excess of the original contract period. In the event the City exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period, unless otherwise mutually agreed to in writing by both parties.

3.17 WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with the section and Section 1861 of the State Labor Code, the Vendor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to City of Fontana along with the other required contract documents, prior to performing any services. Reimbursement for this requirement shall be considered as included in the various items of services.

3.18 INSURANCE

Prior to the commencement of any services hereunder, Vendor shall provide to the City certificates of insurance with the City named as additional insured. Such policies shall be subject to approval by the City and shall require thirty days notice to the City before any cancellation. Failure to furnish such evidence, if required, may be considered default of the Vendor.

- (1) Worker's Compensation Insurance covering all employees and principals of the Vendor, in a minimum amount of \$1 million per accident, and meeting the laws of the State of California;
- (2) Commercial General Liability Insurance covering third party liability risks; including without limitation contractual liability, in a minimum amount of \$1 million per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;
- (3) Commercial Auto Liability and Property Insurance covering "any auto" with a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage.

- (4) Errors and omissions professional liability insurance appropriate to Vendor's profession. Such insurance shall be in an amount not less than \$1 Million per claim (final amount may be negotiated depending on final scope of work), and shall be endorsed to include contractual liability. In addition, such insurance shall be maintained for a period of five (5) years following completion of the Project.

3.19 CONFIDENTIALITY

Any portion of the Vendor's proposal that is considered by that Vendor to be confidential or of proprietary value to said Vendor must be stamped "Confidential" or "Proprietary" in order to not be placed in the public domain and available for review by interested parties after final contract signing and award. Any portion of the proposal which is to be held confidential should be included in a separate document and clearly marked as such. VENDORS MAY NOT LABEL THE ENTIRE PROPOSAL AS CONFIDENTIAL. TO DO SO MAY DISQUALIFY THE VENDOR FROM CONSIDERATION. Fontana cannot guarantee the security of any materials submitted in response to this RFP, but will make every reasonable effort to instruct its employees to keep such information confidential. Responses on any of the RFP Response Forms, except portions of RF2, may not be designated as confidential.

Under the California Public Records Act, a request for any City documents may be made to the City Clerk. If such a request is made for any information marked as 'Confidential', the City will notify the Vendor of such a request so that they may take legal action, at its own expense, to protect such information. The City will not protect such information from any such legitimate request and will comply with the laws of the State of California and the government of the United States.

4. PROPOSAL DOCUMENTS

4.1 *PROPOSAL SUBMITTAL INFORMATION*

4.1.1 **Submittal of Proposal**

One complete set of paper forms, signed and simply bound and a complete set of the electronic version (on CD or flash drive) of the proposal shall be submitted in response to this RFQ. The forms pages contained in RF0 and RF1 should be printed and signed and then scanned into PDF format as part of the electronic submission. In addition, the EXCEL version of all of the completed forms must also be submitted to complete the electronic submittal along with a PDF or WORD version of any narrative of supplemental information. The proposal(s) shall be submitted no later than **2:00 p.m. on April 2, 2009** and be addressed as follows:

City of Fontana
City Clerk's Office
8353 Sierra Avenue
Fontana, CA 92335

Late submittals will not be considered. Fax submittals will not be accepted.

4.1.2 **Examination of the content of the RFQ**

By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the RFQ's and conditions of the standard City contract documents (Professional Services Agreement) (Attached), and that it is capable of performing quality work to achieve the City of Fontana's objectives.

4.1.3 **Pre-Contractual Expenses**

The City shall not be liable to pay any cost incurred by any Vendor or persons in submitting a proposal(s) in response to this request for qualification/request for proposal.

4.1.4 **Contract Award**

Issuance of this RFQ and receipt of proposals does not commit the City to award a contract. The City reserves the right to accept or reject any or all responses received in reply to this RFQ; reject or cancel in part or in its entirety this request for proposal. Similarly, all responses to this request for qualifications shall become the property of the City and will be retained or disposed of accordingly.

4.2 *EVALUATION AND SELECTION PROCESS*

4.2.1 **Submittal Review**

Evaluations would be done separately for each CRM Software Design & Development Service. A committee will review and evaluate each submittal to determine if it meets the "submittal information" requirements for each CRM Software Design & Development Service. Failure to meet the requirements will be cause for eliminating the applicant from further consideration

4.2.2 Selection

Based on the committee's evaluation and utilizing the RFQ's scoring method of each applicant's qualifications, additional data submission and oral interview, the Vendors will be ranked by the evaluation committee.

4.2.3 Oral Interview

Applicants meeting the submittal requirements may be requested to participate in an oral interview at City's discretion. Applicants will be notified in writing of the time and place for the interview. Failure to appear for the oral interview will be cause to disqualify the Vendor from further consideration.

4.2.4 Selection Process for each Project

Applicants meeting the requirements for CRM Software Design & Development Services that may be requested will be chosen from the qualified short list. There will be a request for a proposal from at least three Vendors at a time. Selection of the Vendor for each project will be based on the criteria outlined in each project.

Errors and Omissions Insurance will be required prior to contract execution. The Vendor shall obtain and provide and maintain at its own expense during the term of this agreement, a policy or policies of liability insurance of the type and amounts described in more detail in the RFP.

4.3 RESPONSE TO PROPOSAL

Proposal shall be submitted using a simple method of fastening and shall not include any unnecessary, elaborate or promotional material. An electronic (digital) file (PDF format) for the proposal narrative and the electronic version of the completed EXCEL RFQ Response Forms shall also be submitted.

4.3.1 Introduction

This proposal as a minimum must contain the following:

1. Identification of the offering Vendor including name, address, telephone, fax number, and email address;
2. Acknowledgment of the receipt of RFQ addenda if any; and
3. Name, title, address and telephone number of contact person during the evaluation period.
4. List of Sub-Vendors

4.3.2 Qualifications

The overall capabilities of the Vendor's and sub-Vendors organization should be discussed in this section. Include a brief summary of the Vendor's history, its recent related experience, top level management and ability of persons assigned to perform the work. Possessions of appropriate license and certifications.

4.3.3 Proposed Vendor's Personnel

This section must delineate the experience and/or background of the vendor's personnel and an organization chart. This information can be provided in RF2 – Vendor Profile form.

The various categories of resources are defined as follows:

A. Executive Manager

This position is for overall contract management and arbitrator for technical or legal disputes that might be involved with the project.

B. Project Manager

This must be an experienced project manager familiar with PMI principles and technique and liaison with the City's internal project manager for entire project and task oversight.

C. Designer/Analyst

This should be the senior technical designer who oversees the overall technical design from the functional specifications from the City.

D. Business Analyst

This should be a subject matter expert who can translate and interpret relevant business processes into technical design specifications for the development team.

E, Senior CRM Developer

This would be the lead CRM developer who develops CRM code and directs the overall programming efforts.

F. Programmer

These would be programming resources for CRM, .NET, C#, AJAX, ASP VB and any other programming languages that might be employed in the delivery of software under this agreement.

G. System Administrator

This is the platform specialist who would advise on platform and environmental considerations including security. This resource should be familiar with CRM, SRS, Microsoft Operating Systems, Hardware, and Security concepts.

H. Technical Writer

These would be the documentation specialists used to produce the technical and user level documentation for the software developed under this agreement.

I. Support/QA Manager

This would be the primary contact for support and maintenance issues for

delivered modules and/or in charge of Quality Assurance for delivered code.

4.3.4 Reference

List three (3) former municipal clients for whom comparable services have been performed within last three years. Include the name, mailing address, email address, and telephone number of each client's principal representative. This information can be provided in RF2 – Vendor Profile form.

4.3.5 Authorization

The proposal shall be signed by an official authorized to bind the Vendor and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

4.3.6 Insurance

Insurance certificates are required prior to contract execution. Special attention is directed to review the indemnification and insurance requirements in the contract documents (Professional Services Agreement). **Proposal must state that Vendor has read the City of Fontana indemnification and insurance requirements and shall meet these requirements upon selection.**

4.3.6 Proposal:

Proposals shall be typed and submitted on 8" x 11" size paper, using a simple method of fastening. Excessive lengthy narrative is discouraged; presentation shall be clear and concise. Minimum the proposals shall be submitted using tabs with the following format:

Tab 1 - Introduction, Response Form, and Non-Collusion Affidavit

Tab 2 - Qualifications

Tab 3 - Personnel

Tab 4 - Reference

4.4 PROPOSAL EVALUATION CRITERIA

Each Vendor will be evaluated in each of the following categories by the evaluation committee. They will each use information contained in the proposal and discussions with references listed in the proposal or from other sources. The City will select from one to three of the top scoring vendors using the following table:

FACTOR	WEIGHT	SCORE (0-4)	WEIGHTED SCORE
1. QUALIFICATIONS OF COMPANY/VENDOR			
Relevant experience of company	15		
Library of usable code and procedures for the listed projects	5		
Relevant experience of staff to be assigned	10		
Reputation of company based upon references	5		
2. TECHNICAL APPROACH			
Development methodology - o Development Standards - o Published Whitepapers - o Clarity of Proposal	5		
Responsiveness in responding to this RFQ	10		
Number of similar representative projects	10		
3. SERVICE SCHEDULE			
Demonstrated ability to deliver promised goods and services.	10		
4. COST			
Rates for key project resources	15		
Cost for travel and on-site presence	10		
Escalator for annual fee increases	5		
TOTAL	100		
SCORE: 0=Unacceptable 1=Poor 2=Fair 3=Good 4= Excellent			

4.5 RFQ Response Forms

The official response to this RFQ will include the EXCEL forms described below that must be submitted in both paper and electronic format. The completed forms submitted in electronic format must be in EXCEL format and not converted or protected. In addition, a PDF version of the signed pages in RF0 and RF1 must also be included with the electronic submission. The paper version with vendor's initials in the Vendor box (upper right corner of each form) is considered the official submittal.

4.5.1 Designation of Names (RF0)

There is a place in the response form RF0 – Designation of Names where all forms of cooperating vendors (subcontractors, joint vendors, etc.) are identified.

4.5.2 Required Forms and Certificates (RF1)

4.5.2.1 Acknowledgement Of Indemnification And Insurance Requirements

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with the City and this form simply acknowledges that the vendor has read and understands these requirements.

4.5.2.2 Non-Collusion Affidavits

Affidavits are required to be completed by the Vendor and by all Sub-Contractors declaring that the proposal is in all respects fair and without collusion or fraud.

4.5.2.3 Affidavit Of Confidentiality And Indemnification Agreement

Vendors may designate selected portions of their proposal not on the supplied Microsoft EXCEL response forms as confidential, such as financial statements and proprietary information not publicly disclosed about their products. Any portion of the proposal which is to be held confidential should be included in separate document and clearly marked as such. Items such as the price offering may not be designated as confidential. The final decision as to any materials that will be held confidential will be made by the City Clerk. However, if a claim to release the confidential portion is made under the California Public Records Act, the City will notify the vendor of such a claim but will not defend the vendor's rights to privacy.

4.5.3 Vendor Profile [RF2]

Vendors are required to complete the Vendor Profile form describing their company, products, and services as well as relevant staff experience information and financial condition. The financial disclosure area of this form and any supplemental materials submitted (e.g. balance sheets, profit/loss, and income statements) may be designated as confidential and will not be disclosed as public record per the terms of 4.5.2.3

Affidavit Of Confidentiality And Indemnification Agreement above.

4.5.4 Legal Specifications Checklist (RF3)

Vendors who qualify to provide services to the City will be required to enter into a Professional Services Task Order Agreement (Appendix A). Each of the paragraphs in that agreement are listed in an EXCEL spreadsheet and vendors may Accept, Reject, or propose alternate language for each. Outright rejection of any clause in the agreement or alternative language that substantially changes the intent of the City's contract template may constitute disqualification.

4.5.5 Price Forms [RF4]

Vendors must submit billing rates for the indicated service levels that will remain in effect for the term of the Task Order. Escalation caps will also be required and will be used as part of the cost evaluation criteria. The City's preferred escalation would be based on the Bureau of Labor Statistics cost of living index for the Riverside, San Bernardino areas of Southern California for the preceding 12 months from the Task Order date.

APPENDIX “A”

PROFESSIONAL SERVICES AGREEMENT – Task Order Form

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
FOR SERVICES TO BE PROVIDED
ON A TASK ORDER BASIS**

TRACKING NUMBER: SQ-440-IT-09

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2008, by and between the City of Fontana, a municipal organization organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City") and [__INSERT NAME__], a [__INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY__] with its principal place of business at [__INSERT ADDRESS__] ("Vendor"). The City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

1.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

1.2 Vendor. Vendor desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing [__INSERT TYPE OF SERVICES__] to public clients, is licensed in the State of California, and is familiar with the plans of City.

1.3 Project. City desires to engage Vendor to render professional services on a task order basis for various projects within the City. The term "Project", as used herein, shall mean the project described in the Task Order (defined below in Section 3.1.1).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Vendor promises and agrees to furnish to the City, on a task order basis, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the [__INSERT TYPE OF SERVICES__] services necessary for the Project ("Services"). The types of services to be provided are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and shall be more particularly set forth in the relevant Task Order. **No Services shall be performed unless authorized by a task order executed by the City and Vendor ("Task**

Order”). All Services shall be subject to, and performed in accordance with this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to, _____ unless earlier terminated as provided herein. Vendor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the Task Order. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two **(2) additional one-year terms**. Vendor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Vendor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of the City and shall at all times be under Vendor's exclusive direction and control. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). **Vendor will be required to commence work within five days of receiving a fully executed Contract and Task Order.** Vendor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Vendor's conformance with each Schedule, the City shall respond to Vendor's submittals in a timely manner. Upon the City's request, Vendor shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the City's approval.

3.2.4 Substitution of Key Personnel. Vendor has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon the City's written approval. In the event that the City and Vendor cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the

Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: [INSERT NAME OF KEY PERSONNEL].

3.2.5 City's Representative. The City hereby designates [INSERT NAME OR TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Vendor's Representative. Vendor hereby designates [INSERT NAME], or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Vendor agrees to work closely with the City staff in the performance of Services and shall be available to the City's staff, Vendors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall

give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with Services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold the City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Vendor shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Vendor 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 Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/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; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Vendor shall procure and maintain, and require its sub-Vendors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

(D) All Coverage's. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insured; No Special Limitations. All insurance required by this Section shall contain standard separation of insured provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate

such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Vendor shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates to be set forth in each Task Order. **The total compensation per Task Order shall be set forth in each Task Order, and shall not exceed such amount without written approval of the City's Representative.** Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Vendor shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Vendor perform Extra Work. As used herein, “Extra Work” means any work which is determined by the City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from the City’s Representative.

3.3.5 Invoicing. Invoices must be addressed to Accounts Payable, City of Fontana, 8353 Sierra Avenue, Fontana, CA 92335 and must say “Attention: Lea Deesing, Information Systems Division Manager, IT Department. Line items on the invoice must reference the specific project deliverables itemized in Exhibit C to which they apply. Failure to follow these requirements may cause a delay in payment that will not be subject to any payment penalties.

3.3.6 Prevailing Wages. Vendor and sub-Vendor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. IF the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and IF the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. The City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor’s principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a City representative during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those services which have been adequately rendered to the City, and Vendor shall be entitled to no further compensation. Vendor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the City may require Vendor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Vendor in connection with the performance of Services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor: [__INSERT NAME__]
 [__INSERT ADDRESS__]
 [__INSERT ADDRESS__]
 Attention: [__INSERT NAME__]

City: City of Fontana
 8353 Sierra Avenue
 Fontana, CA 92335
 Attention: [__INSERT NAME__]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in

any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Vendor under this Agreement (“Documents & Data”). Vendor shall require all subcontractors to agree in writing that the City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Vendor represents and warrants that Vendor has the legal right to license any and all Documents & Data. Vendor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Vendor or provided to Vendor by the City. The City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Vendor in connection with the performance of this Agreement shall be held confidential by Vendor. Such materials shall not, without the prior written consent of the City, be used by Vendor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Vendor which is otherwise known to Vendor or is generally known, or has become known, to the related industry shall be deemed confidential. Vendor shall not use the City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.5.6 Indemnification

3.5.6.1 Standard Indemnification. Vendor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Vendor, its officials, officers, employees, agents, Vendors and contractors arising out of or in connection with the performance of the Services, the Project, this Agreement or any Task Order, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Vendor shall pay and satisfy any

judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Vendor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.6.2 Indemnification Related to Design Professional Services. The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Vendor, its officials, officers, employees, agents, Vendors, and contractors arising out of or in connection with the performance of the Vendor's Services, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Vendor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Vendors. The City reserves right to employ other Vendors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Vendor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Vendor shall also comply with all relevant provisions of any the City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on Following Page]

**SIGNATURE PAGE
TO
CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT**

**CITY OF FONTANA
A Municipal Corporation**

[INSERT VENDOR'S NAME]

By: _____
Kenneth R. Hunt
City Manager

By: _____
[INSERT NAME]
[INSERT TITLE]

Attest:

Attest: ¹

By: _____
Tonia Lewis
City Clerk

By: _____
[INSERT NAME]
[INSERT TITLE]

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Debbie M. Brazill
Deputy City Manager
Development Services Organization

By: _____
Ricardo Sandoval
Director of Engineer/
City Engineer

By: _____
Ed Raya, Director Human
Resources and Risk Management

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION
POLICIES/PROCEDURES**

¹ Attestation of Vendor's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Vendor's business entity.

Lisa Strong, Management Services
Director

EXHIBIT “A”

SCOPE OF SERVICES – TASK ORDER FORM

This agreement includes and hereby incorporates by reference the following documents:

- a. Request for Qualifications –CRM Software Design & Development Services - SQ-440-IT-09.
- b. [INSERT NAME OF QUALIFICATION DOCUMENT(S)]

Said documents are on file with the City of Fontana’s IT Department.



STANDARD TASK ORDER FORM

Vendor: [_Enter Name_]	Task Order #: <TO#> Tracking No.: <TRACKING #> Budget No.: [_Enter Number_]
Date: ___ day of _____, 2009	Task / Project Name: [_Enter Name_]

Scope of Work: See Appendix 1

Estimated Start Date: [___ / ___ / ___]

Estimated Stop Date: [___ / ___ / ___]

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Deliverables: See Appendix 2

Project Milestones: See Appendix 3

Schedule of Services: See Appendix 4

Note: Vendor will be required to commence work within five days of receiving a fully executed Task Order.



STANDARD TASK ORDER FORM

The Vendor is hereby authorized to perform the following task order subject to the provisions of the Contract identified above:

CITY OF FONTANA

[INSERT VENDOR'S NAME]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
[INSERT NAME]
[INSERT TITLE]

Attest: ²

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
[INSERT NAME]
[INSERT TITLE]

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Lisa Strong, Management Services Director
Business Services Division

² Attestation of Vendor's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Vendor's business entity.

APPENDIX 1
SCOPE OF WORK
- ATTACHED BEHIND THIS PAGE - [OR INSERT SCOPE]

APPENDIX 2

DELIVERABLES

- ATTACHED BEHIND THIS PAGE - [OR INSERT DELIVERABLES]

APPENDIX 3

PROJECT MILESTONES

- ATTACHED BEHIND THIS PAGE - [OR INSERT MILESTONES]

APPENDIX 4

SCHEDULE OF SERVICES

- ATTACHED BEHIND THIS PAGE - [OR INSERT SCHEDULE]