

NOTICE

IF RECEIVING THIS RFP BY INTERNET, CALL (707) 543-3700 TO REGISTER AS A BIDDER. FAILURE TO REGISTER AS A BIDDER MAY RESULT IN YOUR FIRM NOT RECEIVING BID ADDENDUMS. FAILURE TO SUBMIT BID ADDENDUMS WITH BID MAY CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.



REQUEST FOR PROPOSALS

RFP 08-40

**PAYROLL / HUMAN RESOURCES / FINANCIAL SYSTEMS
PROJECT MANAGEMENT OVERSIGHT CONSULTING SERVICES
FOR REPLACEMENT OF MAINFRAME-BASED SYSTEM**

Proposal Mailing Date

June 19, 2008

Optional Pre-Bid Meeting

July 10, 2008 from 1:30 p.m. to 3:00 p.m.

City Hall Annex 2nd Floor

Conference Room 7-A / 7-B

90 Santa Rosa Avenue

Santa Rosa, CA 95404

(Teleconference Services Not Available)

Proposal Submittal Due Date

July 25, 2008 at 5:00 p.m.

To

Jim Wright

Purchasing Agent

City of Santa Rosa Purchasing Office

630 3rd Street, Second Floor

Santa Rosa, CA 95404

707-543-3706 Voice

jwright@srcity.org

**REQUEST FOR PROPOSALS
RFP 08-40**

**PAYROLL / HUMAN RESOURCES / FINANCIAL SYSTEMS
PROJECT MANAGEMENT OVERSIGHT CONSULTING SERVICES
FOR REPLACEMENT OF MAINFRAME-BASED SYSTEM**

INTRODUCTION

The City of Santa Rosa is seeking qualified proposals for Payroll / Human Resources / Financial system Project Management Oversight consulting services to assist with the replacement of its current mainframe-based system. Services should include all those listed herein or inferred by this RFP, to assist the City of Santa Rosa in its objective to implement a new Payroll / HR / Financial system to manage employee and financial data. It is expected that the new system will be based on off-the-shelf technology from a software vendor that provides the applicable business functions required by the City.

It is the intent of the City of Santa Rosa to reduce risk and the amount of time it would take to complete this project solely in-house by partnering with a consultant who provides Project Management Oversight services for implementation of commercial off-the-shelf technology provided by a Payroll / Human Resources / Financial systems software vendor. The City of Santa Rosa would like to combine the internal expertise of its staff that knows the current system, the City's business processes and future needs, with the experience of a consulting firm that has performed implementation work of a similar nature for other municipalities of similar size. The City desires to utilize its personnel to the largest extent possible so that its staff retains project experience and knowledge.

NOTE: The consultant must not be associated with the manufacture, development, sale or distribution of, payroll, human resources, financial or similar systems. This would also include third party arrangements or conflict of interest by their sub-contractors or affiliates that may work on this project. The consultant, or subsidiaries, or holding companies, or companies that are employed by the consulting firm who hold more than five percent (5%) equity thereof, shall not have accepted any form of remuneration from Payroll / HR / Financial systems vendors or integrators in the past twenty-four (24) months. Nor shall the consulting firm have accepted any form of remuneration from Payroll / HR / Financial system vendors for any indirect services or functions. Examples include but are not limited to: advertising, marketing, presentations, implementation, consulting, etc.

BACKGROUND AND GENERAL INFORMATION

Organization Overview

The City of Santa Rosa, a charter city with a population of 157,985, was incorporated in 1868, is located 55 miles north of San Francisco and is the county seat of Sonoma County. The area provides local residents one of the highest quality living environments in California and is the center of commerce, government, and medical services for the North Bay and beyond. Regional, State and Federal offices and four general hospitals are located in the City. In addition, there are two centers for the arts, a museum, three libraries, 57 neighborhood and community parks and an ice arena. The City's proximity to the Pacific Ocean, San Francisco and the wine country make it a popular tourist destination. The local economy is balanced, with a variety of industries providing employment and generating tax revenues to support local government.

Payroll / HR / Finance Overview

The Payroll and HR system currently serves approximately 1,800 City employees in 14 different bargaining units, providing all payroll and human resource management functions in-house. The Finance and General Ledger system handles all revenue, accounts payable, budgeting, purchasing, financial reporting and warehouse inventory functions for the City, along with two other entities: the Housing Authority and the Redevelopment Agency.

Current Project Staffing Overview

The current staffing includes three near-full-time project staff members – one Payroll Manager, one Financial Reporting Manager, plus one technical resource position from I.T. that is being filled – focused on supporting the project. There is also one Project Manager with 3/4-time availability for the project. Additional dedicated staffing from Human Resources and Purchasing is being considered. All other designated project team staff will be available on an as-needed basis, while sharing time with normal job duties. These staff members include representatives from Human Resources, Payroll, Finance, General Services, and I.T. / Development, as well as other representatives from throughout the City. It is recognized there may be additional need for staffing based upon consultant recommendations. Nearly all internal resources have extensive knowledge of the current system and business practices.

Current Systems Overview

The City of Santa Rosa's Payroll / HR / Financial system runs on an OpenVMS operating system and was developed in-house using the ADMINS/V32 programming toolset beginning 28 years ago.

The Payroll / HR system tracks employee earnings, deductions, labor charges and benefit balances. Labor is processed on a weekly basis and directly interfaces with the Accounting system. Paychecks are produced bi-weekly and benefits are posted to the General Ledger on a monthly basis. The position control system interfaces between Payroll/HR and the Budget development and tracking system. Subsystems include an absence tracking system, payroll tax reporting, PERS reporting and benefit cost modeling. The system also includes a complex module that calculates overtime payments due in accordance with the Fair Labor Standards Act, and an interface with Accounts Payable for wage garnishment payments. The system also tracks employee training, personnel history and employee evaluations. Workforce statistics are produced monthly and EEO4 statistics are produced annually via the

HR system. A separate system using off the shelf "Sigma" software tracks job applicant information, and provides online job application and web personnel requisition and certification interfaces. Timecards are entered through an application developed in-house which uses a Visual Basic front-end and a SQL Server 2005 database back-end. The ADMINIS Payroll system is tightly interfaced with the timecard system, with data exchange going both directions.

The Financial system is made up of several components, including the Accounting system that tracks all general ledgers and supporting ledger activity, and produces all trial balances, month-end revenue, transfers and expenditure ledgers and budget status reports. Accounting transactions are processed on a daily basis and prior year data is available for viewing. The Accounts Payable system produces accounts payable checks and 1099's and keeps track of payment history for the six prior years. Expenditures and encumbrances that are affected by the inputting of claims and the production of checks are reflected in the Accounting system. The Purchasing and Inventory system provides warehouse inventories, issues and receipts; and also supports requisition and purchase order processes for procurement. The Cash Receipting system provides receipting functions for payments on such items as parking citations, utility bills, business taxes, and other fees. The Budget system interfaces with the Payroll / HR system for salary, benefit and other data that is ultimately passed into the Accounting system. In addition, there are modules for managing and tracking business taxes, special assessments, and fixed assets. The City also uses the Fuel Master application to track and manage fuel inventory. Financial reporting and revenue forecasting are also supported via the City's financial system.

Project Drivers

The City of Santa Rosa has examined its current operating environment and the marketplace, and has, as a result of these analyses, identified fundamental considerations that are driving it to focus on replacing its current ADMINIS system. The following drivers represent some of the factors leading to this selection effort:

- The current system is written in ADMINIS/V32 – a 28 year old programming and database toolset.
- The current system runs on character-based OpenVMS using terminal emulation rather than a GUI such as Windows.
- Due to the age and proprietary architecture of the existing system, experienced support resources are limited.
- Increasing needs and expectations of vendors, citizens, and internal personnel require improved access to information that is not readily available in the current environment.
- Management requires better access to data, information, and reporting than is currently available.
- Internal personnel, particularly new users, find the current system difficult to use in comparison to other technologies available today.
- Efficiencies in the areas of asset tracking, payroll, HR, benefits management, project accounting, contract management, grant tracking, and employee self-service are needed.
- The City's programming staff can no longer keep up with the ever-changing needs of the users.
- Due to system limitations, departments and individual users throughout the City have begun developing work-arounds or purchasing separate solutions not supported by the City as a whole.
- The system requires substantial levels of support by limited programmer staff.
- Real-time integrations with other systems are difficult and cost-prohibitive to develop.
- Some needed enhancements to existing functionality cannot be accomplished without a major re-write to the core applications.
- The City is being exposed to increased risks of not being able to meet increasing legal obligations or compliance with State or Federal programs (e.g. EDD, CalPERS, IRS tax reporting, GASB, etc.).

Functional Areas of Software Implementation

The following table depicts the functional areas of the software implementation. Components identified as “Core” are the highest priority and are expected to be included as part of the initial implementation. For components identified as “Assess”, the City plans to carefully evaluate the software vendor’s ability to provide those components and then make a determination as to whether that component will be included as part of the initial implementation or pursued at a later date.

Finance / GL Components		Payroll / HR Components	
Core:			
Accounts Payable		Leave Management	
Accounts Receivable/Billing		Labor Relations (including Tracking and Projecting Salary and Benefit Costs)	
Financial Reporting		Payroll	
General Ledger		Payroll Reporting	
Inventory		Personnel Management	
Procurement		Employee and Manager Self-Service	
CIP Project Accounting		Training (Tracking, Self-Registration, etc.)	
Contract Management (including Insurance Certificates Tracking)		Employee Evaluation Tracking	
Assess:			
Bank Reconciliation		Applicant Tracking / Online Job Apps	
Budgeting		Web Personnel Requisitions and Certifications	
Grant Tracking		Benefits Sign-up and Management	
Investments Management		Scheduling	
Revenue Forecasting		Time Keeping	
Cash Mgmt / Point of Sale Receipting			
Business Tax			
Fixed Assets			
CIP Project Costing			
Special Assessments			

Project Status

In August of 2007, the City of Santa Rosa issued RFP 07-36 seeking a consulting firm to assist the City with:

- Phase One – Project Strategy, Scope and Requirements Definition, and RFP Generation
- Phase Two – Vendor Proposal Evaluation / Recommendations and Project Planning, including assistance with software vendor contract negotiations

- and also requested information as part of that RFP regarding Phase Three – System Implementation services.

The City awarded the resulting contract for Phase One and Phase Two to Schafer Consulting, who is actively engaged in working with the City to complete the tasks set forth in that consulting services contract.

As part of the City's software evaluation and selection process, the City has invited 4 software vendors to Santa Rosa in June and July 2008 to present demonstrations of the proposed solutions to RFP 08-25 (released in March of 2008) for Payroll / Human Resources / Financial System software. The City expects to have completed the software selection process and begin working on the implementation with the software vendor(s) beginning in early November, 2008. The City may select a single or multiple software vendors to provide the Payroll / Human Resources / Financial system software solutions identified in RFP 08-25. The awarded contract resulting from this Payroll / Human Resources / Financial system Project Management Oversight consulting services RFP would be expected to coincide with the November, 2008 start date of the software vendor(s).

SCOPE OF WORK

The City of Santa Rosa is seeking a consulting firm proficient in providing Project Management Oversight and related services for the implementation of an off-the-shelf Payroll, Human Resources, and Financial system software solution.

The City envisions that work to be performed as a result of award of this RFP would be categorized in accordance with the components identified as follows. Proposals should include these tasks as part of the overall proposed work plan.

- Provide Project Management Oversight of day-to-day implementation activities by software vendor(s) and City team(s) through implementation and acceptance of the selected system(s); and work with the City's Project Manager and software vendor's Project Manager to ensure that the project stays on-track and within the established budget
- Provide services throughout the duration of the implementation to ensure quality and accuracy of processes, plans, and procedures; and also provide documented confirmation of decisions made, status, results, and next steps
- Work with the software vendor(s) and City's Project Team to develop the risk management plan with regards to the Payroll / HR / Financial systems replacement, and to lead the effort to assess and mitigate risks

- Work with the City's Project Manager and software vendor's Project Manager to develop and manage a Project Scope Change Plan that includes:
 - ✓ Change Request Recording
 - ✓ Change Request Evaluation
 - ✓ Assessment of impact of the change to the project
 - ✓ Change Request acceptance procedures
 - ✓ Integration of the changes into the implementation
 - ✓ Documentation of the changes
- Work with the City's Project Manager and software vendor's Project Manager to create and execute a project Communications Plan that informs and engages program stakeholders, and reports upon important news, events, meetings, workshops, tasks, milestones, accomplishments, and issues of the projects within the program
- Lead the effort to identify and track contract requirements for each vendor contract included in the program. The consultant shall monitor compliance with schedule, budget, staffing commitments, scope of work, deliverables, and invoicing. Any deviations by vendors from contract terms will be logged as an issue and addressed with the City's Project Manager
- Lead the City's Project Team and selected software vendor(s) in the creation and execution of implementation, integration, and data conversion tasks and schedules
- Provide the City's Project Team and selected vendor(s) with business process evaluation services to recommend configuration of the implemented system(s) using best practices to meet the City's needs
- Lead the City's Project Team developing, documenting, and executing test script criteria to ensure complete and accurate functionality of the new system(s) and corresponding interfaces
- Lead the City's Project Team and vendor(s) with the data conversion planning and testing process prior to deployment
- Lead the Change Management process by providing leadership, guidance, and communications to the City by developing plans to quickly maximize user adoption and address cultural change brought about by the new system(s)
- Provide status updates and alert the City's Project Manager of potential areas of concern or areas where additional attention is required
- Participate in meetings, as requested by the City
- Act as a liaison, as requested by the City, between any and all vendors involved in the project
- Provide regular updates to the Project Work Plan and Schedule
- Provide weekly status reports, including periodic reports to the Executive Steering Committee
- Work with the City's Project Manager and software vendor's Project Manager to prepare agendas for project status meetings that highlight plans and major issues

PROPOSAL PROCESS

An optional pre-bid meeting will be held on Friday, July 10, 2008 from 1:30 p.m. to 3:00 p.m. at the City of Santa Rosa, City Hall Annex, 2nd Floor, Conference Room 7-A / 7-B, 90 Santa Rosa Avenue, Santa Rosa, CA 95404. **NOTE: Teleconference services will not be available.**

Proposals must not exceed 25 pages, including any charts, graphics, brochures, datasheets, or other attachments and/or marketing materials, unless otherwise stated in the "RFP Response Requirements and Format" section. Proposals must be submitted in an electronic and hard-copy format. Hard-copies must include the original and eleven copies. The original hard-copy must be clearly marked and contain original signatures. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The services provided, qualifications, experience, and reference portions of the proposals may be weighted more heavily than the costs. Proprietary data or trade secrets should be clearly identified as such in your proposal.

RFP RESPONSE REQUIREMENTS AND FORMAT

Please use the following format to structure your RFP response. Your response should include each section detailed below in the order presented. The detail represents the items that are to be covered in each section of your response. Failure to address all items will impact the evaluation and may classify the response as non-responsive and preclude it from further consideration.

Section	Title	Included as Part of 25-page Count
	Title Page	No
	Letter of Transmittal	No
	Table of Contents	No
1.0	Executive Summary	Yes
2.0	Legal Issues / Conflicts of Interest	Yes
3.0	City of Santa Rosa Contract Acknowledgement	Yes
4.0	Qualifications and Experience / References	Yes
5.0	Project Staffing	Yes
6.0	Technical Approach and Methodology	Yes
7.0	Cost Proposal	No

Title Page

The title page should include, at minimum, the following:

- Name of Project: City of Santa Rosa Payroll / HR / Financial Systems Project Management Oversight Consulting Services
- Submitted by - Company's Name
- Date of Submittal
- Copy x of 12 – "x" indicating the specific copy number for each of the 12 printed copies

Letter of Transmittal

The transmittal letter will:

- Indicate the intention of the Bidder to adhere to the provisions described in the RFP without modification;
- Identify the submitting organization;
- Identify the person, by name and title, authorized to contractually obligate the organization;
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, fax, and email address;
- Explicitly indicate review and acceptance of the City of Santa Rosa sample contract, or make notation that exceptions or "deal breakers" have been identified and discussed in the 3.0 City of Santa Rosa Contract Acknowledgement section of the proposal;
- Acknowledge the proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted;
- Provide the original signature of the person authorized to contractually obligate the organization.

Table of Contents

The table of contents should outline Sections 1.0 thru 7.0, as described previously in this section.

1.0 Executive Summary

Consultant shall provide an Executive Summary that contains, at a minimum, a brief description of the major contents of the proposal. The Executive Summary should communicate the proposed services' primary benefits to the City, including a description of the services proposed, covering the main features and benefits in non-technical terms.

2.0 Legal Issues / Conflicts of Interest

Proposals must include your firm's background information on the following:

- Violations of federal, state or local regulations/laws within the past 3 years
- Pending or current litigation
- Arrangements with other firms that could pose a conflict of interest as outlined in the note on Page 2 of this proposal
- If none of the above applies, statements to that affect

3.0 City of Santa Rosa Contract Acknowledgement

The successful firm will be asked to sign a City of Santa Rosa contract substantially similar to the Exhibit C "City of Santa Rosa Sample Agreement". Proposals should include a statement indicating the firms willingness/ability to sign this contract "as is," including proposed insurance requirements, or detailing the reasons why they are not willing or able to do so.

4.0 Qualifications and Experience / References

Proposals must contain a statement as to qualifications of the proposing firm

- The Consulting firm must be able to conduct business legally in the State of California
- The firm must have a minimum of *three (3)* years of experience in providing similar services as outlined in this RFP

The Consultant's proposal should convey significant experience in the following areas:

- Project Management Oversight, including technical implementation and application support of Payroll, Human Resources, and Financial systems in like-sized Municipal / Governmental agencies
- Business process evaluation and optimization
- Functional and technical requirements definition
- Cultural change management
- Risk management
- Scope management
- Communications management
- Real-time and batch integration to existing computer systems, including legacy systems
- Data conversions
- Quality controls
- Project scheduling
- Status reporting
- Project communications
- Accurate project cost estimation and cost management

List any discontinued Payroll / HR / Financial systems selection / evaluation processes of which consultant has been hired to perform services in the past 24 months.

For three projects of a similar nature, give examples of either scope changes or additional services your firm provided that were not part of the original contract. Explain why the change was not a part of the original scope of work and why it was needed.

Consultant shall list companies or government entities that they have provided services to within the State of California during the past 24 months.

Additionally, use the Consultant References form in Exhibit B to provide a list of at least five governmental Payroll/HR/Financial system solution engagements in which your firm provided Project Management Oversight and related services. Please list in chronological order, and include details for all of the requested information, including the name of the software solution (vendor, product name, and modules) implemented, and your firm's role in the implementation. Please discuss the overall success of the project, as well as any major issues confronted during the implementation.

5.0 Project Staffing

Proposals must identify key personnel who will be assigned to the project, assuming a November 3, 2008 start date. An organization chart for the project shall be provided. The chart shall indicate how the consultant recommends structuring the project effort by identifying the key personnel from the consulting firm and how they will interact with key personnel from the City and the software vendor's firm.

Each team member included in the project organization chart shall be identified by name, and a resume or detailed profile shall be provided for each key person. Each resume or profile shall be complete and concise, featuring experience that is most relevant to the task responsibility the individual will be assigned. If an individual is assigned to more than one position, the relevant experience shall be indicated for each task assigned.

For all proposed project team members, please also indicate other projects these individuals will most likely be engaged in at the time this project commences, as well as anticipated completion dates for those other projects, and how that may impact the amount of time the individuals will be spending on the City of Santa Rosa's implementation. Please also indicate the anticipated percentage of time each team member will be dedicated to the City of Santa Rosa's implementation throughout the course of the project.

The specific staff identified in the original Proposal may not be changed prior to commencement of work or during the course of the project without the specific approval of the City and two weeks notice. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information.

The proposed project team members must meet the following criteria:

- The proposed Project Manager must have a minimum of *three (3)* years experience in providing Project Management Oversight services for Tier-2 Payroll / Human Resources / Financial systems software implementations for public entities – preferably for California municipalities.
- The other proposed project team members must have a minimum of three (3) years experience providing software implementation-related services for public entities.

It is expected that the consultant Project Manager should be assigned for on-site services an average of 50% of the time throughout the course of the implementation (assuming an estimated November 3, 2008

start date and a July 1, 2010 initial go-live date). The City project team, under the direction of a designated City Project Manager, will work with the consultant's Project Manager and software vendor's Project Manager to coordinate all project activities.

6.0 Technical Approach and Methodology

Describe, in detail, the technical approach and methodology that will be used in implementing and completing the work defined in the Scope of Work. Consultant should fully explain how each component of the approach should be accomplished for the consultant, the software vendor, and for the City. This section should also include information describing how communications, risk, and cultural change will be addressed by the proposed technical approach; what approach will be used in reaching decisions, how issues will be managed; and how changes to requirements will be handled. This section should also explain how the Consultant's approach achieves the City's goals to reduce the amount of time it would take to complete the work in-house and to reduce risk.

Consultant should explain their methodology and approach to implementing and completing this project. Each major activity should be identified, discussed, and project deliverables identified. Include, at a minimum, organizational plan, work plan, project status reporting plan and project management methodology and plan to address each of the items identified in the Scope of Work.

Consultant should provide a detailed, estimated timeline for each proposed project milestone, assuming a November 3, 2008 start date.

7.0 Cost Proposal

Cost Proposals must use the worksheet provided in Exhibit A. Proposals should include all costs associated with providing the services described in the Scope of Work on a not-to-exceed time and materials basis.

Please note than an electronic copy of Exhibit "A" is available for download from the City's website at:

<http://srcity.org/bids>

Select the appropriate bid, scroll down the Notice to Bidders and select the interactive Excel document to download to your computer.

EVALUATION OF PROPOSALS AND NEGOTIATIONS

An evaluation panel will review all proposals submitted and select the top proposals. These top firms may then be invited to make a presentation to the evaluation panel in City Offices in Santa Rosa, California, at no cost to the City. The City may request Best and Final offers. Based on the presentation and Best and Final offers, if requested, the panel will select the proposal which best fulfills the City's requirements. The City will negotiate with that firm to determine final pricing, and contract form. There will be no public opening and reading of bids. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

Proposals will be evaluated on the basis of:

- Demonstrated technical approach and methodology to address the items identified in the Scope of Work
- Demonstrated qualifications and past experience of the firm providing Project Management Oversight and related services for similar Payroll/HR/Financial systems implementations
- Qualifications of the proposed project team / personnel who will be assigned to the City
- Responsiveness to the requirements of this RFP, including the willingness / ability to sign a City of Santa Rosa contract "as is."
- Total proposed cost of service
- References

OPTIONAL PRE-BID MEETING

An optional Pre-Bid Meeting will be held **July 10, 2008 from 1:30 p.m. – 3:00 p.m.**, at:

**City Hall Annex
2nd Floor, Conference Room 7-A / 7-B
90 Santa Rosa Avenue
2nd Floor
Santa Rosa, CA 95404**

Prospective bidders are not required but are encouraged to attend to ask questions and to meet City staff involved with this RFP. A summary of the questions asked and answers provided will be posted to the City website at www.srcity.org.

CITY CONTACTS

All proposals, offers and counter offers will be extended through the City Purchasing Agent whose name, address and telephone numbers are shown below and in **REQUIRED DATA FORMS: Designated Contacts**. Any negotiations may be conducted by the Purchasing Agent or another party as noticed by the Purchasing Agent. Award will be by City Council Resolution. No other officer or agent may obligate or bind the City. In **REQUIRED DATA FORMS: Designated Contacts**, firms will designate, by name, who will receive offers and counter offers. The person named will be an authorized agent of the firm able to conduct negotiations or written offers in good faith. For questions or additional information, please contact the appropriate individual listed below, preferably by email.

Proposal Process and Delivery of Proposals	Scope of Work
Jim Wright Purchasing Agent (707) 543-3706 jwright@srcity.org	Brian Tickner I.T. Project Manager (707) 543-4370 btickner@srcity.org

ESTIMATED SCHEDULE

June 19, 2008Release RFP
July 10, 2008Optional Pre-Bid Meeting
July 25, 2008Proposals Due
July 28 – August 7, 2008Panel Evaluations and Proposal Scoring
August 21, 2008Presentations to the Panel
September 23, 2008Recommended Vendor Notification
November 3, 2008Start of Work

GENERAL PROVISIONS

Proposals: Firms are required to submit a proposal on **all** bid items. Proposal submittals which do not have all items bid will not be considered.

Cash discounts must be shown on proposal; otherwise, prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

The City of Santa Rosa requires a “not-to-exceed” price contract for this procurement. The bidder is expected to complete the statement of work within the negotiated price.

In case of default by the firm, the City of Santa Rosa may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the firm, the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Santa Rosa.

All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal.

All proposals must be signed with the firm’s name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Submission of Proposals:

1. Your completed response must be received no later than 5:00pm Pacific Time, July 25, 2008, at the offices of the City of Santa Rosa - Purchasing Office, 630 3rd Street – 2nd Floor, Santa Rosa Ave, Santa Rosa, California 95404. ***Late bids will not be accepted.*** Each proposal must be sealed and submitted with a proposal number, closing date and time on the outside.
2. Your proposal should be limited to a maximum of 25 pages, with no smaller than a 10 point font. Proposals exceeding the 25-page count may be scored lower than those that comply. Responses to all Exhibit sections in this RFP must be completed using the templates provided by the City – which can be downloaded via the “Open Bids and RFP/RFPs” link on the City’s website. Your response must be submitted in an original with 12 numbered and bound paper copies to the City. The original must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine.
3. In addition to the paper copies requested above, please submit an electronic copy of your entire RFP response (including Excel Cost and References worksheets) on CD-ROM utilizing Microsoft Office (e.g. Word, Excel, Schedule), version 2003 or 2007.
4. Information must be furnished complete, in compliance with the terms, conditions, provisions and specifications of the Request for Proposals. The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis.
5. Accordingly, the City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided.

6. Proposals and modifications or corrections received after the closing time specified will not be considered.
7. Proposals shall be for the total net price including all applicable taxes, shipping, and charges.
8. All forms and questionnaires must be completed using the electronic versions provided with this RFP.
9. No telegraphic, telephone or facsimile of proposals will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.
10. If you choose not to bid, please return this Request for Proposals and state reason, otherwise your name may be removed from our mailing list.
11. The optional pre-bid conference will be held at 1:30 pm Pacific Time, July 10, 2008, at the offices of the City of Santa Rosa, City Hall Annex, 2nd Floor, Conference Room 7-A / 7-B, Santa Rosa, CA 95404. Vendors are encouraged to attend. Teleconference services will not be available.
12. All proposals, offers and counter offers will be extended through the City Purchasing Agent whose name, address and telephone numbers are shown in the "Designated Contacts" section. Any negotiations may be conducted by the Purchasing Agent or another party as noticed by the Purchasing Agent. Award will be by City Council Motion. No other officer or agent may obligate or bind the City. In the Transmittal Letter, vendors will designate, by name, who will receive offers and counter offers. The person named must be an authorized agent of the firm able to conduct negotiations or written offers in good faith. For questions or additional information, please contact the appropriate individual listed in "Designated Contacts", preferably by email.
13. Please submit/forward all questions and matters relating to this RFP to the contacts listed in the "Designated Contacts" section.

Proposal Postponement and Addendum: The City of Santa Rosa reserves the right to revise or amend the specifications or any other part of the proposal up to the time set for opening. Such revisions and amendments, if any, shall be announced by addendum to this solicitation. Copies of such addendums shall be furnished to all prospective bidders. Prospective bidders are defined as those listed on the City's Request for Proposals list for this material / service or who have obtained this document subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the City shall enable bidders to revise their proposals. In any case, the proposal opening shall be at least five working days after the last addendum; and the addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

Single Proposal Response: If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Proposal Withdrawal: After the proposals are opened, proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the bidder's authorized representative in person, or by written telegraphic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or telegraphic notices shall be received in the office of the Purchasing Agent indicated on the **REQUIRED DATA FORMS: Designated Contacts** page

of this Request for Proposals no later than the exact date/time for the proposal opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the proposal opening shall be considered if such message is confirmed by a copy of the telegram.

Firm's Investigation: Before submitting a proposal, each firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the consultant will rely. If the firm receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the firm for additional compensation.

Award: The City of Santa Rosa reserves the right to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the City. The City intends to award to a single consultant.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors.

Notice of contract award, if contract be awarded, will be made within ninety (90) days of opening of proposals to the consultant, whose proposal complies with all the requirements in the Request for Proposals and is found to be the best value to the City.

Consultant shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the City of Santa Rosa sample agreement Exhibit C.

The consultant shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by the City and consultant has received notice to proceed in writing and an executed copy of the contract from the City of Santa Rosa Purchasing Agent.

Payments: Payment will be made on a calendar-month basis in arrears. The consultant shall submit an invoice to the City of Santa Rosa, Accounts Payable, P.O. Box 1678, Santa Rosa, CA 95402. In the event this contract becomes effective or terminates during the course of a month, the amount paid to the consultant for the part month shall be determined by prorating the amount on the basis of the number of calendar days involved.

In connection with any cash discount or interest specified on this proposal, time will be computed from the date correct invoices are received in the City Finance Office. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

Contract Administration: Except as otherwise specifically provided in this Request for Proposals and the resulting Purchase Contract or Purchase Order, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified. Service may also be made by mail, by placing a notice, submittal or communication in an envelope with the proper first-class postage affixed thereto and addressed as indicated, and depositing said envelope in the United States mail. (**See REQUIRED DATA SECTION.**)

Retention of Records: The consultant shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to the City for inspection at the City's request for a period of four (4) years.

Non-Collusion Affidavit: The consultant declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the consultant has not directly or indirectly induced or solicited any other consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any consultant or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the consultant or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Proposal Contents: This proposal consists of the Request for Proposals, Provisions, Specifications, Attachments, Enclosures and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.

REQUIRED DATA FORMS

Designated Contacts

REQUIRED DATA

Designated Contacts: Bidders are required to indicate in the space provided below, the designated contact individual's name and address as requested in the City Contacts provisions of the Request for Proposals.

<u>CITY OF SANTA ROSA</u>	<u>CONSULTANT</u>
Proposal Process and Delivery of Proposals	
Jim Wright	
Purchasing Agent	
Purchasing Office	
630 3 rd Street, 2 nd Floor	
Santa Rosa, CA 95404	
707-543-3706 Voice	
707-528-3624 Fax	
jwright@srcity.org	
Scope of Work	
Brian Tickner	
I.T. Project Manager	
City Hall Annex	
90 Santa Rosa Ave – 2 nd Floor	
Santa Rosa, CA 95404	
707-543-4370 Voice	
707-543-3126 Fax	
btickner@srcity.org	

EXHIBITS

Exhibit A – Cost Proposal Worksheet

The Cost Proposal Worksheet is provided in Microsoft Excel and should be downloaded separately from the City's website. If additional space is needed to provide clarifications for any costs conveyed in the Cost Proposal Worksheet, please include those additional details as part of your overall response to the Costs section.

Additionally, please provide clarifying detail for Travel and Expenses in the Costs section of your proposal.

Exhibit B – Consultant References

In addition to addressing the items conveyed in Section 4.0 Qualifications and Experience / References, the Consultant References Worksheet must also be completed. The Consultant References Worksheet is provided in Microsoft Excel and should be downloaded separately from the City's website.

Exhibit C – City of Santa Rosa Sample Agreement

SAMPLE SERVICES AGREEMENT TITLE

Agreement No. _____

This Agreement is made as of _____, between the City of Santa Rosa, a charter city ("CITY"), and _____ ("CONTRACTOR") [type of entity].

RECITALS

- A. CITY desires to retain the CONTRACTOR to provide [short description of services] for the City of Santa Rosa.
- B. CONTRACTOR represents to CITY that it is fully qualified to provide the above described services.
- C. The parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services and have herein reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, the CITY and CONTRACTOR do hereby agree as follows:

1. SCOPE OF SERVICE

[Statement as to the scope of work]

The above services and activities are described with particularity in the CITY's Request for Proposals 08-40 dated June 20, 2008, VENDOR'S's proposal dated xxxxxxxxx, all of which are attached hereto as Exhibits A and B (in order of precedence) which are incorporated by reference as though fully set forth herein. In case of any conflict between the terms of these documents, the terms of this Agreement shall control and prevail.

2. ENTIRE AGREEMENT: This Agreement consists of the following documents, in order of precedence, all which as hereby referenced are incorporated herein and made part of this Agreement, and shall be the entire agreement between parties:

- a. This Agreement (including Attachment One – Insurance Requirements);
- b. Exhibit A - CITY's Request for Proposals 08-40 Payroll/Human Resources/Financial Systems Project Management Oversight Consulting Services
- c. Exhibit B - CONTRACTOR's Proposal dated [day, month, year]

3. TERM OF AGREEMENT

CONTRACTOR shall begin work within two weeks after receipt of a Notice to Proceed from CITY. CONTRACTOR shall thereupon work diligently, through [Date XX, xxxx] and continuously to provide all the required services and activities described herein.

4. COMPENSATION

- a. As compensation for all services of CONTRACTOR in performance of this Agreement, CITY shall pay CONTRACTOR as described in Exhibit B.
- b. Total maximum compensation to be paid hereunder for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of \$_____. The City Director of Administrative Services is authorized to pay all proper claims from Charge Number _____.

5. PAYMENT TO THE CONTRACTOR

Payment will be made on a calendar-month basis in arrears. The CONTRACTOR shall submit his invoice to the City of Santa Rosa, Accounts Payable Department, P.O. Box 1678, Santa Rosa, CA. 95402. In the event this contract becomes effective or terminates during the course of a month, the amount paid to the CONTRACTOR for the part month shall be determined by prorating the amount on the basis of the number of calendar days involved.

In connection with any cash discount specified on CONTRACTOR'S Proposal, time will be computed from the date correct invoices are received in the City Finance Office. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

6. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

CITY

Purchasing Agent
City of Santa Rosa
630 3rd St., 2nd Floor
Santa Rosa, CA 95404
(707) 543-3700
Fax (707) 528-3624

CONTRACTOR

7. MODIFICATION

This Agreement shall not be modified, except in writing, by contract amendment, executed by all parties. Oral change orders are not permitted. No change in this Agreement shall be made unless the City of Santa Rosa gives its prior written approval. Any specification change not properly ordered by written modification to this Agreement executed by CITY shall be void at the sole option of the CITY and CONTRACTOR shall be liable for all costs or expenses arising therefrom and/or for satisfactorily correcting or replacing same.

8. TERMINATION OF CONTRACT FOR DEFAULT

If at any time 1) CONTRACTOR fails to conform to the requirements of this contract; 2) CONTRACTOR seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against CONTRACTOR which may interfere with the performance of the contract; or 4) CONTRACTOR has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of CITY within ten (10) days following the date a written notice thereof by CITY, then CITY shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to terminate this Agreement. Any cost or expense incurred by CITY arising out of CONTRACTOR's breach or default hereunder, and for CITY's enforcement of these rights, shall be the obligation of CONTRACTOR and may, at CITY's discretion, be deducted from any amounts that may then be owing to CONTRACTOR under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which CITY may be entitled.

9. TERMINATION FOR CONVENIENCE

- a. This Agreement may be terminated by either party by giving thirty (30) days notice to the other in writing of its intent to terminate the Agreement.
- b. Upon such termination, CONTRACTOR shall submit to the CITY an itemized statement of services performed to the date of termination.

10. ASSIGNMENT AND SUBCONTRACTING

The CONTRACTOR shall not assign or subcontract the work, or any part thereof, without the previous written consent of the CITY, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Agreement unless written consent of the CITY has been obtained. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the CITY, or persons acting for the CITY, by reason of any so-called assignment of this Agreement or any part thereof and CONTRACTOR hereby agrees to indemnify and hold CITY harmless against any and all such claims. In the event CONTRACTOR obtains the prior written consent of CITY to assign monies due or to become due under this Agreement, CONTRACTOR shall provide CITY a copy of the instrument of assignment duly executed by CONTRACTOR, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Upon notice and request by the CITY, CONTRACTOR shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or fail to perform in a satisfactory manner the work undertaken by any subcontractor. CONTRACTOR shall be fully responsible and accountable to the CITY for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in this Agreement shall create any contractual relation between any subcontract and the CITY.

CONTRACTOR shall not, without the consent of the CITY, either:

- 1) Substitute any person as subcontractor in place of the subcontractor designated in CONTRACTOR's Proposal;
- 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in CONTRACTOR's Proposal; or
- 3) Sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the total proposal as to which the CONTRACTOR's Proposal did not designate a subcontractor.

11. INDEMNIFY AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend and hold harmless CITY and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where same arises out of the performance of this Agreement by CONTRACTOR, its officers, employees, agents, and subcontractors, excepting only that resulting from the gross negligence or intentional misconduct of CITY, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

12. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by CONTRACTOR in exchange for the CITY's agreement to make the payments prescribed hereunder. Failure by CONTRACTOR to (i) maintain or renew coverage, (ii) provide the CITY notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the CITY as a material breach of this Agreement by CONTRACTOR, whereas the CITY shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by CONTRACTOR to maintain required insurance coverage shall not excuse or alleviate CONTRACTOR from any of its other duties or obligations under this Agreement. In the event CONTRACTOR, with approval of the CITY pursuant to Section 10 above, retains or utilizes any subcontractors or sub-consultants in the provision of any services to the CITY under this Agreement, CONTRACTOR shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

13. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with CITY. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

14. SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

15. LEGAL REQUIREMENTS AND PERMITS

CONTRACTOR shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; and (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.. It shall be the sole obligation hereunder of CONTRACTOR to obtain any and all licenses, permits and/or clearances necessary and appropriate for performance of the work.

16. RETENTION OF RECORDS

CONTRACTOR shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to the CITY for inspection at the CITY's request for a period of not less than four (4) years.

17. LEGALITY

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. CALIFORNIA LAW; VENUE

This Agreement shall be governed according to the laws of the State of California. Because this Agreement is to be performed in the County of Sonoma, the parties hereto agree that the forum for the adjudication of any dispute regarding the Agreement or enforcement shall be brought exclusively and solely in Sonoma County, California.

19. BINDING PARTIES

The CITY and CONTRACTOR each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other parties respect of all promises and Agreements contained herein.

20. WAIVER

A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent default.

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

CONTRACTOR hereby represents and warrants to the CITY that it is (a) is a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal

right to consummate the transactions contemplated in this Agreement. CONTRACTOR hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on CONTRACTOR in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

The City of Santa Rosa and contractors name have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF SANTA ROSA
A Charter City

By _____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTORS NAME
type of entity

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Taxpayer ID# _____

ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR CONTRACTOR

CONTRACTOR shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

- | | | |
|---|---|--|
| A | Commercial general liability at least as broad as ISO CG 0001
With an edition date prior to 2004 or its equivalent | \$2,000,000 (per occurrence)
\$4,000,000 (aggregate) ¹ |
| B | Business auto coverage at least as broad as ICO CA 0001 ² | \$1,000,000 (per accident) |
| C | Workers Compensation ³
Employer's Liability | Statutory
\$1,000,000 |

¹ If insurance applies separately to this project/location, aggregate may be equal to per occurrence amount. Limits may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.

² Auto liability insurance shall cover owned, nonowned and hired autos. If CONTRACTOR owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

³ Sole Proprietors must provide representation of their exempt status

Endorsements:

All policies shall contain or be endorsed to contain the following provisions:

Coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the entity unless canceled for non-payment, then ten (10) days notice shall be given.

Commercial General Policies are to contain, or be endorsed to contain the following provisions:

For any claims related to this project, the **CONTRACTOR's insurance coverage shall be primary** and any insurance or self-insurance maintained by the CITY shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

The City of Santa Rosa, its officers, officials, employees and volunteers are to be named as **additional insured** on a form equivalent to CG20 10 with an edition date prior to 2004.

Other Insurance Provisions

No policy required by this section shall prohibit CONTRACTOR from waiving any right of recovery prior to loss. CONTRACTOR hereby waives such right with regard to the indemnities.

All insurance coverage and limits provided by CONTRACTOR and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

Self-insured retentions and/or deductibles above \$5,000 must be approved by the CITY. At the CITY's option, CONTRACTOR may be required to provide financial guarantees.

Verification of Coverage and Certificates of Insurance

CONTRACTOR shall furnish the CITY with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the CITY before work commences and must be in effect for the duration of the Agreement. The CITY reserves the right to require complete, copies of all required policies and endorsements.