

## CITY OF ROHNERT PARK



City of Rohnert Park  
Public Works Department  
600 Enterprise Drive  
Rohnert Park, CA 94928  
(707) 588-3300

Distribution/Advertisement: **4/6/2026**

Deadline for Requests for Information: **4/20/2026 by 4:00PM**

Deadline for Submittal of Proposals: **5/8/2026 by 4:00PM**

The City of Rohnert Park offers the following opportunity:

**Utility Customer Portal/Customer Engagement Platform  
Software  
Project Number: 2019-18**

**General Description of the Project**

The City of Rohnert Park is upgrading its existing potable water distribution system with new meter infrastructure that will include new water meters and registers and a new City-wide Advanced Metering Infrastructure (AMI) through Badger Beacon. As part of the capital project, the City is requesting proposals from qualified vendors for a stand-alone customer portal/customer engagement platform that provides utility customers with an informational and transactional software application integrated with Badger Beacon and the City's utility billing system through Tyler Munis. As EyeOnWater is already available to the City, a determination to utilize a stand-alone third-party customer portal/customer engagement platform is not guaranteed. The purpose of this solicitation is to evaluate the functionality and benefits of various customer portals in order for the City to make a proper determination on the best platform for its operations and in service to its customers.

**Schedule, Location, Contact**

The following schedule has been established and is subject to change based on City needs:

<b>RFP Issuance</b>	<b>4/6/2026</b>
<b>Deadline for Requests for Information:</b>	<b>4/20/2026 by 4:00pm</b>
<b>Deadline for Submittal:</b>	<b>5/8/2026 by 4:00pm</b>

Submit  
Proposals  
**DIGITALLY** to:

City of Rohnert Park Public Works Department  
Attn: Julian De Anda, City Engineer  
600 Enterprise Drive  
Rohnert Park, CA 94928

**Attn:** Julian De Anda, PE  
City Engineer  
[jdeanda@rpcity.org](mailto:jdeanda@rpcity.org)  
707-588-3317

Questions regarding this RFP, please direct to: Julian De Anda at [jdeanda@rpcity.org](mailto:jdeanda@rpcity.org)

## **Section 1. INSTRUCTIONS TO RESPONDERS**

The City of Rohnert Park is requesting responses from qualified vendors through the Request for Proposal process for providing a customer portal/customer engagement platform for the City's planned AMI system through Badger Advanced Metering Infrastructure (AMI).

The City reserves the right to accept or reject any or all Proposals, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional Proposals. The City of Rohnert Park complies with all Equal Opportunity requirements. All qualified responders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

These General Terms and Conditions apply to all Offers made to the City of Rohnert Park (hereafter "City") by all prospective vendors (herein after referred to as "Responder") regarding City Solicitations including, but not limited to, Invitations to Proposal, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Proposal Solicitation).

### **A. CONTENTS OF PROPOSAL**

1. Responders shall thoroughly read the project requirements and specifications and shall examine any drawings and documents which may be incorporated into the Proposal documents.
2. Responders shall make all investigations necessary to thoroughly inform themselves regarding the minimum qualifications and technical capabilities as required by this RFP. No plea of ignorance by the Responder of conditions that exist or may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the City or the compensation to the Responder.
3. Responders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Responders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Responder's Offer, it shall be construed that the Responder's Offer fully complies with all conditions identified in this Solicitation.

## **B. CLARIFICATION AND MODIFICATION OF PROPOSAL SOLICITATION**

1. Apparent silence or omissions within this Proposal Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Responder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Responder must submit a written e-mail request for clarification to the City's Agent/Contact. The Responder submitting the request will be responsible for ensuring that the City receives the request by April 20, 2026.
3. Any official interpretation of the Proposal Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.
4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Proposals. Addenda will be posted to the website (<https://www.rpcity.org/bids.aspx>), and it is the Responder's responsibility to download addenda. The Responder shall certify its receipt of the addendum by signing the addendum and returning it with its Proposal. In the event of a conflict with the original Proposal Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

## **C. PRICING, COLLUSION, AND TAXES**

1. Current Prices. Proposal pricing must be fixed and firm unless stated otherwise in the RFP Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Proposal evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Responder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Responder.
3. Collusion. The Responder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Proposal for the same items, or with the City. The Responder also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Responders are hereby placed on notice that any and all Responders who falsify the certifications required in conjunction with this section shall be

prosecuted to the fullest extent of the law.

4. It shall be understood and agreed that Proposal Offers submitted by persons and entities are done so independently of any other offers, and that Responders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Responders should include Federal, State and applicable local sales taxes in Proposal prices, as pricing shall be all-inclusive in offering to the City of Rohnert Park.

#### **D. PREPARATION AND SUBMISSION OF PROPOSAL**

1. The Proposal must be provided to the City electronically to the City's point of contact, Julian De Anda at [jdeanda@rpcity.org](mailto:jdeanda@rpcity.org), prior to the submittal deadline.
2. Proposals must contain a manual signature of an authorized agent of the Responder. If the Responder or its lawful agent fails to sign the Proposal, its Proposal shall be considered non-responsive and ineligible for award.
3. Pricing shall be provided by the Responder to include, at a minimum:
  - a. Annual licensing cost for the solution over a period of three (3) years and maximum annual licensing adjustments for periods beginning year four (4).
  - b. Any associated integration, setup, or configuration charges to be applied by the Vendor associated with linkages of the customer portal to Tyler Munis.
  - c. Hourly fees charged by the responding vendor for services and support outside of the proposed scope of work contained within the response.
4. The delivery and/or completion date(s) provided by the Responder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Proposal shall be furnished by the Responder with its Proposal. If the Responder fails to supply any required information or documents, the City, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Proposal is the sole responsibility of the Responder. No changes in the Proposal shall be allowed after the submission deadline, except when the Responder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Proposal shall be submitted in pdf format via email with the subject line to read "RFP 2019-18 Response" along with the business name of the Responder.
8. Offers in response to formal Proposal Solicitations will not be accepted by facsimile or hard copy. Only signed written offers submitted electronically will be considered

responsive, and eligible for possible award. Responders shall provide Proposal Statement of Work/Technical Offer Section, Special Conditions, Specifications, References, Pricing and any other mandatory submittals with the Proposal.

9. Responders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts and will ordinarily declare such Proposals non-responsive. Once Proposals have been received, the City shall not consider any subsequent submissions of alternate terms and conditions.
10. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Responder's proposal cost.
11. Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

#### **E. VENDOR APPLICATION AND RETENTION ON RESPONDERS' LIST**

The City does not maintain a Responder's list.

#### **F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS**

1. Responder offers may be modified in the form of an official written notice submitted electronically and must be received prior to the due time and date set forth the Proposal Solicitation. Each modification submitted must have the Responder's name and return address and the applicable Solicitation Number and title clearly marked on the electronic communication. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Proposals may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request submitted electronically.
3. Proposals may not be modified or withdrawn after the due date and time set for the Proposal opening for a period of ninety (90) calendar days. If a Proposal is modified or withdrawn by the Responder during this ninety (90) day period, the City may, at its option, place the Responder on suspension and may not accept any further Proposals from the Responder for a period set by the City following the Responder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Rohnert Park Municipal Code and the City's Procurement Manual.

#### **G. EVALUATION OF OFFERS**

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Proposal Solicitation and based upon whether and to what degree they

comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.

2. The City may, in its sole and absolute discretion:
  - a. Reject any and all, or parts of any or all, Proposals submitted by prospective Responders;
  - b. Re-advertise this Solicitation;
  - c. Postpone or cancel the Proposal process for this Solicitation;
  - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
  - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Proposal submission.

#### **H. AWARD OF CONTRACT**

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Responder or Vendor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed Proposals, or any combination of them, and to waive any informality or irregularity in the Proposal.
4. Successful Responders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Proposal.
5. No Responder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be

subjected to discrimination under any contractual award administered by the City.

**L. CONTRACTUAL OBLIGATIONS**

In order to ensure the efficient utilization of public funds, successful Responders shall comply with all contractual obligations contained in the final services agreement along with associated attachments or exhibits and the commitments of the Vendor as articulated in its response to this solicitation.

## Section 2. STATEMENT OF WORK

### 1. GENERAL

The City of Rohnert Park operates a water distribution, wastewater collection and treatment system and bills customers on a monthly basis. The City has current number of customers as follows:

<b>Customer Type</b>	<b>Quantity of Meters</b>
Residential	9,258
Commercial	917
Multi-family	490
Recycled Water	74
Other	92
<b>Total</b>	<b>10,831</b>

The purpose of this project is to provide an integrated customer portal to provide City utility customers with access to their City of Rohnert Park water usage information on a near real-time basis, allowing them to set limits for notification of abnormal or unusual water usage and to view their usage and usage patterns, estimate their monthly bill based on leakage or seasonal changes in water usage and to engage the customer to manage and wisely use water resources. The proposed solution will require integration functionality between Badger Beacon for meter usage data and with TylerMunis for billing data.

### RESPONSE REQUIREMENTS

- A. The proposal shall include as a minimum: Detailed Scope of Services and Customer Portal capabilities and include the following:
- Describe how user consumption comparisons with the City will be preloaded and how messaging will be controlled
  - Describe solution analytics capabilities
  - Describe updates and upgrades (Impacts to Licensing Fees)
  - Provide examples of past experience with Tyler Munis integration.
  - Describe interface and integration process and latency of data from source to portal
  - Describe in detail the cyber-security measures in place to protect the network, equipment, software, and customer data and provide compliance with, but not limited to, ISO/IEC 27017 and ISO/IEC 27018
  - Describe the data security in place to prevent and, in the instance of occurrence, recover from cyberattacks and threats such as

ransomware attacks.

- Describe any failover and disaster recovery provisions built into the system architecture.
- Describe server and network monitoring measures, backup process, and disaster recovery solution/plan that will be provided to the utility. Please describe in the comments section any details on system monitoring, backup, and recovery that will be provided.
- Detail any required uptime and/or Service Level Agreement (SLA) for outage notification, management, and any targets or ticketing system in place.
- Detail any user permissions, access management, and device authentication protocols in place to prevent malicious or inauthentic access to the system.
- Describe the process for releasing and applying upgrades, bug fixes, and patches and share procedures in place to ensure these releases are fully tested and validated prior to release.

B. Cost of Service- Provide breakdown of implementation costs and annual subscription and support costs.

C. Proposed Program Implementation Plan including:

- Customer outreach and signup plan with responsibilities and expectations of owner
- Program success targets (provide a list of specific, measurable, and relevant milestones)
- Provide targeted information on the availability and value of using the Customer Portal to 100% of the Customers
- Propose a target participation rate based on previous experience with similar programs

D. Sample End User License Agreement

## **2. VENDOR/SOLUTION REQUIREMENTS (Note any exceptions to the requirements in your response)**

1. The Vendor shall develop, implement and provide a web-based application that provides access to the customer's individual hourly water usage data through Badger hosted fixed network solution, current bill balance information from the City's utility billing system (Tyler Munis v2024.4.0) provides personalized outgoing communications and alerts through emails, text messages, and voice messages and is mobile device friendly.
2. Vendor shall have the ability to work with the City's existing online and electronic payment provider to implement a Single Sign On (SSO) using SAML2.0 or

OAuth2.0 protocols to existing Utility websites or portals.

3. The solution must provide customer access to water usage information.
4. The software should provide secure registration and login for each utility account.
5. The solution should have the ability to aggregate or group multiple accounts with the same customer (i.e. school district, hospital, etc.) and view water usage data as an aggregate or individually by meter or location.
6. Multiple logins to each account for landlord/tenant/spouse situations should be made available to customers.
7. The utility customer should have the ability to set notification thresholds for daily, weekly or monthly usage and/or for a projected bill amount.
8. The software should have the ability for customers to select preferred notification method(s).
9. The proposed solution should have the ability for the customer to view the usage data in graphic form for various time frames; hourly, daily, weekly, monthly, or custom defined time frame and ability to compare previous years' data.
10. The software should have the ability for customers to view up to data account balance and make payments using electronic payment methods using SSO between the current City's current payment portal (TylerPayments) and the Customer Portal.
11. The proposed solution should have the ability to store and see up to three years of hourly water usage data and the ability to upload historical monthly reading data ahead of go live.
12. The software should have the capability to present the customer view (mirrored view) to City personnel to support inquiry resolution.
13. The customer portal should have the ability to fill interval read data missing from the AMI system through VEE or other methods of assumptive consumption.
14. The system should generate reports of top water users by meter size, by customer name, and by address including annual usage and peak hour demand.
15. The System to provide leak status reports that estimate the start date of leak, volume of water lost in leak, customer notification status, and estimated cost of

the water lost due to the leak.

16. The application should provide unlimited Utility staff licenses.
17. The proposed solution should have the ability to download or export data into EXCEL or similar program for further analysis, graphing, etc.
18. The City should have the ability to view customer notifications sent by system and ability for Customer Service staff to add verbal communication notes.
19. Training and Support
  - a. Provide on-site or remote training to Customer Services and Utilities Management staff on use of the Customer Portal for resolving customer issues and providing usage information to customers.
  - b. Provide online and phone-based support for Customer Services and Utilities Management staff as well as 24/7 customer support for accessing and using the Customer Portal.
20. The portal should provide seamless alignment with City website structure including colors, fonts and logos.
21. The application must work with all browser types and be responsive to all device types.
22. The application should present information by customer choice either in English or Spanish.
23. The system should have the ability for customers to select preferred notification method(s) (i.e. text, IVR, email)
24. The system should provide email validation of newly registered users.
25. Users should be able to update/change password.
26. SaaS data shall be secured in Tier IV SSAE 18 certified data centers.
27. All software shall be SOC2 compliant and protect against personal identifying information exposure.
28. All SaaS shall be accessed using a SSL protocol with a trusted certificate from a certification authority (CA).
29. SaaS data shall be secured in Tier IV SSAE 18 certified data centers.

30. SaaS data shall be maintained in (or replicated to) more than one data center.
31. SaaS data file backup shall be properly scheduled and stored in a secure, land-based location inside the United States. SaaS data file backup shall be properly scheduled and stored in a secure location.
32. SaaS data is the property of the utility and municipality and cannot be copied, shared, or sold by the Vendor.
33. SaaS database shall be fully retrievable by the utility and municipality.
34. Vendor must provide all software upgrades, including all security updates and patches. Vendor shall notify the City of maintenance when scheduled and conduct updates after hours so as to limit operational impacts.
35. The system shall provide two-factor authentication for cloud solutions.
36. The system must be encrypted from register to end user application. Security requirements shall include general best practices and encryption at rest and in motion.

### **3. QUALIFICATIONS**

The Vendor shall demonstrate successful implementation of customer portal for providing utility usage information to customers with at least ten (10) entities within the previous three (3) years.

### **4. SELECTION CRITERIA**

- A. Number of Active Utility and Associated Customer Accounts Serviced by Solution **10%**
- B. Advanced Functionalities (i.e. Robust Analytics, Proactive Support Ticketing, Expanded Integrations) **15%**
- C. Compliance with Specifications **30%**
- D. Experience with Tyler Munis and Badger Beacon Integrations **15%**
- E. Utility Service and Support **15%**
- F. Cost **15%**

### **5. ASSISTANCE PROVIDED BY THE OWNER:**

The City of Rohnert Park utilizes Badger Advanced Meter Infrastructure (AMI) system that is hosted on BADGER's Servers.

The City of Rohnert Park, in coordination with Badger and Tyler Munis, will provide access to the hosted data and data needed for successful implementation of the Customer Portal.

**6. CONTRACT PERIOD**

The initial term of the Contract shall be for the period of three (3) years. The Contract may be extended annually on a monthly subscription basis.

**7. PAYMENT**

Payment to the Vendor shall be made after all work specified by the Contract has been completed to the Owner's satisfaction, and all reports and submittals requested by the specifications or the Owner have been received by the Owner unless otherwise agreed to in writing.

**7. RELATED DOCUMENTS**

The following data and documents are being provided for use during the Proposal process. These data are provided solely for use in preparation of the Responder's proposal and should not be used for any other purpose. Additional data and documents for use in design will be provided to the successful Responder following award.

Attachment- City of Rohnert Park Consultant Services Agreement

**ATTACHMENT**

**CONSULTANT SERVICES AGREEMENT**

**RE: PROJECT NAME**

This AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Rohnert Park (“**City**”), a California municipal corporation, and << Name of Consultant>> (“**Consultant**”), a <<type of entity – corporation, limited partnership (LP), limited liability company (LLC), sole proprietorship with or without a fictitious business name (dba or doing business as), etc.; also include the state of formation for any entity – i.e. “a California corporation”>>, with reference to the following facts, understandings and intentions.

***NOTE:** Check on Secretary of State website at <https://bizfileonline.sos.ca.gov/search/business> for entity registration for corporations, LLCs and LPs. Additional requirements/concerns:*

*Include the print-out of the entity registration with the approval packet.*

*Note that a dba cannot include “Inc.,” “Corporation” or “LLC” because a dba does not create a new legal entity, but only registers a business name for a sole proprietor or existing legal entity.*

*Legal entity determines who is authorized to sign the contract:*

- *For a partnership, must be signed by a general partner.*
- *For an LLC, should be signed by a member, unless the articles of organization provide that it is a manager-member LLC, in which case it must be signed by the manager.*
- *For corporations, there should be TWO signatures, one from the operational group of the corporation and one from the financial group. Per Corporations Code 313, a signature of a single corporate officer is not always enough to bind a company. The relevant titles are:*
  - *Operational group: Chairman of the board, president or vice president*
  - *Financial group: Secretary, assistant secretary, chief financial officer or assistant treasurer.*

**Recitals**

WHEREAS, City desires to obtain << type of services - general municipal engineering services, general city planning services, development review services, construction management/inspection services, etc.>> for name of project; and

WHEREAS, Consultant hereby warrants to City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3, subject to the terms and conditions of this Agreement.

### Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

Incorporation of Recitals. The recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.

Project Coordination. Authorized representatives shall represent City and Consultant in all matters pertaining to this Agreement.

City. The City Manager or his/her designee shall represent City for all purposes under this Agreement, except where approval for the City is specifically required by the City Council. The <<insert title of city staff>> is hereby designated as the project manager (“**Project Manager**”). The Project Manager shall supervise the progress and execution of this Agreement.

Consultant. Consultant shall assign <<insert name of person Consultant is assigning to project>> to have overall responsibility for the progress and execution of this Agreement for Consultant.

### Scope and Performance of Services

Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Work” attached hereto as **Exhibit A** and incorporated herein by reference.

Time of Performance. Consultant’s services are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. Consultant’s services are to be completed not later than \_\_\_\_\_ << insert completion date >>. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit A. Any changes to these dates in either this Section 3 or Exhibit A must be approved in writing by the City.

Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be performed: (1) with due diligence, using its best efforts to perform and coordinate all activities in a timely manner; (2) in accordance with all applicable legal requirements; and (3) with the standard of quality ordinarily expected of competent professionals in Consultant’s field of expertise. Consultant shall correct, at its own expense, all errors made in

the provision of services under this Agreement. In the event that Consultant fails to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

Compensation and Method of Payment.

Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as **Exhibit B**, and incorporated herein by reference. However, notwithstanding the foregoing, Consultant shall be required to complete all work identified in Exhibit A in an amount not to exceed the total cost identified in Exhibit B, and in no event shall the amount City pays Consultant exceed \_\_\_\_\_ *<< insert written dollar amount >>* Dollars (\$\_\_\_\_\_). The City's payment under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

Timing of Payment.

*<<Select one of the following options and delete the other>>*

*<<OPTION 1>>* Consultant shall submit itemized monthly statements for work performed. All statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. Except as otherwise provided herein, City shall make payment, in full, within thirty (30) days after City's approval of the invoice.

*<<OPTION 2>>* Progress payments will be tied to completion of tasks so that all payments are proportional to the work completed. A copy of the progress payment schedule is attached to the rate and schedules set forth in Exhibit B.

Payments due and payable to Consultant for current services must be within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A) of this Agreement without prior written amendment to this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, *quantum meruit*, etc. for work done without the appropriate City authorization.

Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, *i.e.*, hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

Term. This Agreement shall commence upon its execution by both parties and shall continue in full force and effect until completed, amended pursuant to Section 19, or otherwise terminated as provided herein.

Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

Ownership of Documents. Title, including the copyright and all intellectual property rights, to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, designs, data, photographs, reports and any other final work products compiled, prepared or obtained by Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever by any person, firm, corporation, or agency without the expressed written consent of the City. Consultant shall assume no responsibility for the unintended use by others of such final work products which are not related to the scope of the services described under this Agreement. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

Conflict of Interest Requirements.

Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

<<Select one of the following options and delete the other>>

*NOTE: Review updated conflict of interest code. Consultants may be considered "public officials" required to file a Form 700 when they have authority to render decisions on behalf of the City, or if they will render advice to any person at the City who has authority to make a City decision and there is no meaningful intervening review by a City employee before they render advice to that decision-maker. If the City Manager, City Attorney or department head determines the Consultant is a designated position under the City's Conflict of Interest Code, use OPTION 2 and notify the City Clerk of the agreement's commencement date.*

<<OPTION 1>> Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

will not have the power to make any governmental decision, including whether to: approve any rates, rules, regulations, policies, standards, or guidelines of the City or any of its subdivisions; adopt or enforce any laws; issue, deny, suspend, or revoke any permit, license, application, certificate, order, or any similar authorization or entitlement; authorize, modify, or renew any form of City contract; grant approval to any City contract specifications on behalf of the City; or grant City approval for any plans, designs, reports, or similar; and

will not participate in the making of any governmental decision in the equivalent of a staff capacity. For the purposes of this provision, "participating in a governmental decision" includes providing information, an opinion, or a recommendation directly to any person at the City empowered to make a decision on behalf of the City without significant intervening substantive review; and

will not perform the same duties for the City that would otherwise be performed by a staff member required to report under the City's conflict of interest code. (2 Cal. Code Regs. § 18700.3.)

B. <<OPTION 2>> City determines Consultant falls within the definition of "Consultant" under the Political Reform Act (Government Code § 82048) and FPPC implementing regulations (2 Cal. Code Regs. §§ 18700.3 and 18734). Within thirty (30) days of this Agreement's commencement date, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a Statement of Economic Interest

(Form 700) and Agency Report of Consultants (Form 805) with the City Clerk of the City of Rohnert Park disclosing Consultant's financial interests.

Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement. To the maximum extent permitted by law, the City shall have no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion or acceptance or otherwise.

Indemnity.

Indemnification. To the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless City and any and all of its officers, officials, employees, agents and volunteers ("**Indemnified Parties**") from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs and expert witness fees) of any nature ("**Liability**"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to the performance or failure to comply with this Agreement, regardless of any fault or alleged fault of the Indemnified Parties.

1. For design professionals (as that term is defined by statute) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnified Parties from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to Consultant's negligence, recklessness, or willful misconduct, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

2. The only exception to Consultant's responsibility to indemnify, protect, defend, and hold harmless the Indemnified Parties from Liability is due to the active negligence or willful misconduct of City or its elective or appointive boards, officers, agents and employees.

Scope of Obligation. Consultant's duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under worker's compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement. Consultant waives any and all rights

to express or implied indemnity against the Indemnified Parties concerning any Liability of Consultant arising out of or in connection with the Agreement or Consultant's failure to comply with any of the terms of this Agreement.

C. Consultant's duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall not be excused because of Consultant's inability to evaluate Liability, or because Consultant evaluates Liability and determines that Consultant is not or may not be liable. Consultant must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If Consultant fails to timely accept such tender, in addition to any other remedies authorized by law, as much of the money due or that may become due to Consultant under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until Consultant accepts the tender, whichever occurs first. Consultant agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation incurred by the City in responding to matters prior to Consultant's acceptance of the tender.

Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City and shall have responsibility for and control over the details and means of providing its services under this Agreement. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the services under this Agreement. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

Compliance with Laws.

General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph or in this Agreement.

Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

Prevailing Wage. Consultant and Consultant's subcontractors (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of

California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's office of the City Clerk.

Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

Business Licenses. Unless exempt by law, Consultant and all subcontractors shall have acquired, at Consultant's expense, a business license from the City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code, prior to City's issuance of an authorization to proceed with the Services. Such license(s) shall be kept valid throughout the term of this Agreement. City may withhold compensation from Consultant until such time as Consultant complies with this section.

Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City or as required by law.

Assignment; Subcontractors; Employees

Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent, which shall be in the City's sole discretion. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

Insurance. Without limiting Consultant's indemnification provided herein, Consultant shall, at its own expense, procure and maintain insurance that complies with the requirements set forth in **Exhibit C** to this Agreement, which is attached hereto and incorporated by reference. Consultant shall upon thirty (30) days' notice comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's risk manager.

Termination of Agreement; Default.

This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon five (5) days' written notice to Consultant.

If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of Consultant's breach of the Agreement.

In the event City terminates this Agreement without cause, Consultant shall be entitled to any compensation owed to it up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant, however, shall not be liable for City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

Suspension. City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed prior to the date of suspension. During the period of suspension, Consultant shall not receive any payment for services or expenses incurred by reason of such suspension.

Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort, and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

Time Is of the Essence. Time is of the essence in this Agreement. Upon receipt of a written notice from City to proceed with work required by this Agreement, Consultant shall immediately



because of race, religion, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, religion, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the services described in this Agreement.

City Not Obligated to Third Parties. The City shall not be obligated to or liable for payment hereunder to any party other than Consultant.

Remedies/Waiver. No failure on the part of either party to exercise any term, covenant, condition, right or remedy hereunder shall operate as a waiver of any other term, covenant, condition, right or remedy that such party may have hereunder. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant shall comply with the claims-presentation requirements under the Government Tort Claims Act, California Government Code Sections 900, *et seq.* and the Rohnert Park Municipal Code.

Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A: Scope of Work and Schedule of Performance

Exhibit B: Compensation

Exhibit C: Insurance Requirements

Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The parties hereby expressly agree to the use of electronic signatures, which shall be deemed to have the same effect as an original signature.

News Releases/Interviews. All Consultant and subcontractor news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by City.

Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that a trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first above written.

**CITY OF ROHNERT PARK**

By: \_\_\_\_\_  
Name, Title  
Date: \_\_\_\_\_  
Per Resolution No. 20 - adopted by the  
Rohnert Park City Council at its meeting of  
<<Date of meeting>>.

**NOTE: If this agreement did not go to Council for approval, then change this to "Per Purchasing Policy adopted by Resolution 2022-052."**

By: \_\_\_\_\_ / \_\_\_\_\_  
<<Name>>, <<Title>> (Date)

By: \_\_\_\_\_ / \_\_\_\_\_  
<<Name>>, <<Title>> (Date)

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**<<CONSULTANT>>**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**<<CONSULTANT>>**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A

Scope of Work and Schedule of Performance

[to be inserted]

Exhibit A

EXHIBIT B  
Compensation  
[to be inserted]

Exhibit B

## EXHIBIT C

### INSURANCE REQUIREMENTS for Consultant Services Agreement

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to Consultant’s profession, with a limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### **Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms, if later revisions used).

Exhibit C

### **Primary Coverage**

For any claims related to this contract, Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

### **Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

### **Waiver of Subrogation**

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Verification of Coverage**

Exhibit C

Request for Proposals  
Customer Portal/Customer Engagement Software

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Exhibit C

**CERTIFICATE OF CONSULTANT** *{NOTE: Consultant must fill this out and sign.}*

I HEREBY CERTIFY that I am the \_\_\_\_\_, and a duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement;  
or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature