CITY OF BRISBANE, CALIFORNIA

Request for Proposal for

Land Management and Permitting System

and

Implementation Services

Request for Proposal (RFP) Issue Date: March 21, 2023

RFP Response Due Date/Time: May 2, 5:00 pm local time

Table of Contents

A   RFP Overview

A.1   Purpose of RFP

The City of Brisbane (CITY) is requesting proposals from qualified vendors offering the functionality and features identified herein to take advantage of a proven, off the shelf Community Development Land Management and Permitting software system that is designed around best practices and allows the CITY to streamline and improve processes that result in timely, accurate, and easy-to-access information. Of great importance to the CITY is a system solution that is easy and intuitive to use for customers as well as staff members.

The proposal should include all services and costs to purchase and implement the system, including but not limited to: delivery, installation, integration, customization, data conversion and migration, training, documentation, project management and licensing maintenance.

Note: The CITY will only evaluate proposals for cloud-based/software as a service (SaaS) solutions.

A.2   Background

Brisbane is a small city of less than 5,000 residents, located in San Mateo County, California, proximate to San Francisco. The CITY provides essential services including police protection, building permitting and inspection, land use management, and maintenance of roads, public facilities, water, sewer, and storm drainage infrastructures. The CITY also funds fire protection services provided by the North County Fire Authority.

The CITY anticipates major land use changes over the next 20 years. Incorporated in 1961, Brisbane is a diverse community of single-family and multi-family homes, an active industrial business park, a pedestrian-friendly downtown commercial corridor, and a budding biotechnology hub.

Recently, Brisbane has been addressing the demand for major biotech development in its Sierra Point subarea, with nearly 1 million square feet of new biotech development under construction beginning in 2019 and an additional 1 million square feet pending entitlement review in 2023 and 2024.

Additionally, as a result of various approved plans or those in process, the CITY is expected to add millions of square feet of commercial/research and development/office development and also substantial amounts of housing in the Baylands subarea, which in turn will result in at least a doubling of the population. While some of that growth is already in planning or building stages, the vast majority

of planning, building, and engineering permitting approvals associated with this planned growth is expected in the next five to eight years.

A.3   General System Functionality

The CITY is looking for an intuitive, easy to use integrated Land Management, Planning and Permitting system. The CITY seeks a primary Vendor to be legally and financially responsible for all software and implementation services. The vendor may propose a subcontracted third-party integration partner who must work under the umbrella of the Vendor.

Typical services include, but are not limited to: software, installation, process discovery, training, project management, interfaces, conversion assistance, maintenance, and support. Any applicable hardware specifications with sizing documentation should also be provided. The table below provides a summary of the functions and features desired and/or required by the City, as more fully enumerated in RFP Attachment B (Requirements Matrix).

Across All Modules
a.   Browser-based user interface supporting responsive design
b.   Drill-down and drill-across capabilities
c.   Integrated Workflow
d.   Robust search functions
e.   Supports the ability to attach multiple media formats and hyperlinks
f.   Reporting and Analysis
g.   Mobile device display capabilities for practical remote user interface
h.   True API functionality with ALL companion CITY integrations/interfaces
General Requirements
a.   Land Management
b.   Planning
c.   Engineering
d.   Plan Check/Building
e.   Inspection
f.   Code Enforcement
g.   Citizen Access
Integration / Interfaces
a.   ESRI ArcGIS (integration with existing system)
b.   Tyler Incode Cashiering (integration with existing system)
c.   Tyler Incode General Ledger (integration with existing system)
e.   Digital Document Management (Versatile Pro Cloud-based, Digital Reel, CDs)

> f. Business License .(integration with existing Avenu and/or successor system)

A.4 Solicitation Process Schedule

The following table illustrates the anticipated timeline for conducting the RFP process and awarding a contract to the selected Proposer. The CITY reserves the right, at its sole discretion, to adjust the RFP Timeline as it deems necessary.

Process Step	Estimated Dates
Release of RFP	Tuesday, March 21, 2023
Deadline for Proposers Questions	Tuesday, April 11
CITY Provides Responses to Questions via addendum to RFP	By Friday, April 21
Proposals Due	Tuesday, May 2, 5:00 pm local time Digital copies required; emailed PDF document (max. file size: 25 MB) or link to cloud-based document storage.
Evaluation of Submitted Proposals	By Wednesday, May 24
Vendor Interviews / Demonstration of Capabilities as needed.	Week of June 5; virtual/remote via Zoom
Reference Checks (as needed)	Early- to mid-June
Select Vendor, Contract Negotiation Process	Late-June to early-July
Award of Contract by City Council	Mid-July

A.5 RFP Coordinator Sole Point of Contact

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below.

Julia Ayres, Senior Planner
Email: jayres@brisbaneca.org

The RFP coordinator will be the sole point of contact for prospective Proposers. Proposer contact with any person(s) in the CITY other than the RFP Coordinator is prohibited and may result in disqualification of the Proposer's submission. Any communications other than via email to the RFP Coordinator will be considered unofficial and non-binding on the CITY.

A.6 RFP Questions

Questions concerning this RFP must be submitted via email to the RFP Coordinator by the deadline listed in Solicitation Process Schedule (RFP Section A.4). Proposers

question should identify the applicable section of the RFP and page number(s) related to the question being asked.

A.7   RFP Amendment (Addenda) and Addenda Receipt

Questions submitted in accordance with RFP Section A.6 will be researched and the answers will be communicated to known interested Proposers and posted on the City's website after the deadline for receipt of questions.

Prospective Proposers are responsible for checking the City's website for the issuance of addenda prior to submitting a Proposal. Submitted Proposals that do not acknowledge the receipt of issued addenda may be considered non-responsive (see Proposal Submission Form, RFP Attachment A).

B   Current Technology Environment

The CITY's current system utilizes third party software (CSG Green Vue for building permits) database is Microsoft SQL and Blue Beam. The City is seeking a cloud-based / software as a service solution.

Microsoft365 and Windows 10 is in use on desktops and laptops.

The CITY has 2 Internet providers. Primary is a 100MB, backup is 20MB.

The solution must integrate with the following CITY systems:

-- Avenu Business Licenses
--ESRI ArcGIS Online
--Tyler Incode Cashiering
--Tyler Incode General Ledger

The CITY currently has digital document management interfaces with Versatile Pro Cloud-based, Digital Reel, and CDs, and would like the ability to migrate data from these systems into the new system following initial implementation.

C   System Requirements (Features/Functions)

The proposed software should demonstrate an online, integrated method of processing the application modules and allow for immediate update of all information. Access to information should be obtained easily and intuitively at all levels (i.e., summary or detail). Data entry screens should be designed to facilitate rapid data entry.

Proposers must respond to the Land Management and Permitting Requirements included in Attachment B – Functional Requirements Matrix. An MS Word document is provided and must be submitted.

The requirements in Attachment B – Functional Requirements Matrix include "Desired" requirements. <u>Proposers are to</u> <u>respond to each of the requirements for the application(s) being proposed with one of the following response codes</u>:

- • Y – Meets Requirement

- • N – Does Not Meet Requirement

- • F – Planned for future release

- • W/C – Workaround Proposed or Customization Needed to Meet Requirement

- • T – Third-Party Solution to Meet Requirement

Response Codes "Y" and "N" do not require written responses unless the Proposers wish to present additional benefits or opportunities related to their solution and the requirement. However, <u>response</u> <u>codes "F", "W/C" and "T" do require written responses</u>. For these response codes, Proposers must describe how the requirement will be met and when.

D Proposal Submission Requirements

D.1 General Instructions

All proposals should be prepared in a simple and economical manner and provide a straightforward description of the Proposer's company, qualifications, proposed solution, and capabilities. Emphasis should be on completeness and clarity of content. Sales and marketing brochures are not to be included. All submitted proposals must include the Proposal Submission Form (RFP Attachment A).

Proposals should be organized consistent with the outline provided in this section of the RFP. Proposers should follow all formats and address all portions of the RFP set forth herein, providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the Proposal clearly addresses all of the CITY's information requirements.

D.1.1 Submission of Proposal

Please submit your proposal by 5:00pm local time by email to the RFP Coordinator.

D.1.2 Proposal Format and Content

Proposals shall be submitted in PDF format, and should be structured, presented, and labeled in the following manner:

1. Cover Letter
2. Table of Contents
3. Executive Summary
4. Company Background

5. Company Qualifications
6. References
7. Proposed Solution
8. Implementation Approach and Work Plan
9. Ongoing Maintenance and Support
10. Pricing
11. Software Licensing and Maintenance Agreements
12. Exceptions to the RFP

The Proposal Content Items are further detailed as follows. Failure to follow the specified format, to label the responses correctly, or to address all the subsections may, at the CITY's sole discretion, result in the rejection of the Proposal.

1.	**Cover Letter.** Please ensure that the cover letter include the following content: a. Legal name of the firm and corporate structure (including state of incorporation), address, telephone number, and email address of Proposer's primary contact. b. Identification of all proposed modules, business apps, etc. c. Identification of any proposed subcontracts and the scope of work to be performed by subcontractor(s), if applicable. d. Disclosure of any bankruptcy or insolvency proceedings in the last ten (10) years; identification of any pending litigation against the Proposer. e. The letter must be signed by a duly authorized official representing the Proposer. f. A statement acknowledging that all proposal costs shall be firm for a minimum of 180 days after the Proposal due date. g. A statement that the Proposer can meet the CITY's insurance requirements contained in RFP Attachment D (Agreement for Consultant Services). h. A statement that the Proposer has reviewed all RFP requirements, terms and conditions (terms) and whether such terms are accepted or if exceptions are taken. If exceptions are taken, the Proposer must list them in accordance with the instruction provided in item 12 in this section and RFP Section F.1 (Required Contractual Terms and Conditions).
2.	**Table of Contents.** Please ensure all sections are identified and pages numbered consecutively.
3.	**Executive Summary.** Please provide a brief and concise summary of the Proposal's solution. Include a description of the Proposer's capabilities to deliver the services outlined in the RFP.

4.	**Company Background.** Please identify the following:
	   a. Brief description of Proposer's background and the number of employees.
	   b. Location of headquarters, technical support, and field offices; specifically identify the location that would support the services proposed.

5.	**Company Qualifications.**
	   a. Please identify the company qualifications and experience in implementing solutions similar to the proposed solution.
	   b. Describe any knowledge and experience with public sector Land Management and Permitting systems and associated business processes and specific experience with similar agencies as the CITY.
	   c. Identify your existing client base, including the number of clients using the version/release of the software proposed.
	   d. Provide a list of clients using the proposed solution.

6.	**References.** Please provide at least five (5) references with at least three (3) references that have been fully implemented in the last five years. References should be for the same product version/release proposed. The CITY prefers references from California agencies of similar size and complexity to the CITY.
	
	For each reference, please provide the following:
	   a. Agency name and type (e.g., CITY, city, county, district).
	   b. Name, Title, Address, phone, and email.
	   c. Brief description of the project including the software version, modules and interfaces implemented.
	   d. Implementation Timeline and Go-Live Date.
	   e. Any data conversion services provided.
	   f. Any GIS integration services provided.

7.	**Proposed Solution.** In this section, please define the proposed solution(s). The CITY will only evaluate cloud based / SaaS proposals. Proposals must address the following:
	
	7.1 Overview
	   a. Name and origins of solution.
	   b. For each module proposed, indicate whether your organization developed the module. If not, explain how it was acquired or any third-party relationship with other vendors.
	   c. Product continuity and longevity, release history and current release proposed.
	   d. Research and development approach and process. What is the long-term vision for the proposed product?
	   e. User-access licensing requirements by module.
	   f. Mobile capabilities of proposed modules.
	   g. Citizen Access capabilities.
	   h. Any hardware or software requirements for SaaS solution.

i. Software Upgrade:

--Describe software version and update policies/practices
--List all Upgrade Types, e.g., Version, Major, Minor; frequency, typical vendor costs, typical end-user training options
--Describe the roles and responsibilities of Proposer versus CITY

7.2 Workflow. Provide an explanation of the following:
   a. How workflows are defined and what tools are available within the system to validate and test workflows.
   b. How in a workflow user-defined criteria (e.g., types of permits) are defined.
   c. How workflow can be configured to use multiple resubmittals and subprocesses (such as CEQA review).
   d. How to establish multiple approval levels, including the ability to require approval prior to next level or simultaneous approvals.
   e. How notification/requests for approval work via email links or mobile devices.

7.3 Data and Reporting. Provide an explanation of the following:
   a. Any ability to add custom fields as needed.
   b. Ability to define required fields by business process.
   c. Ability to provide monitoring control (e.g., staff enter different completion date from when action was truly taken).
   d. How the system tracks retired parcels, split parcels.
   e. How the system provides auditing capabilities to ensure business rules are followed.
   f. Ability to provide audit logs and reports to generate history of user access setup and system changes (changes made, by who, and when made), especially to confirm changes made for master fee updates.
   g. Process for creation of custom reports and hourly rate to build reports.
   h. How the CITY will access the database (e.g. SQL server reporting, Cognos).
   i. Any database documentation to assist with custom report writing.
   j. How reports or data can be delivered (e.g., on screen, downloads, pdf).
   k. Any dashboard features to view information.
   l. How the CITY can respond to State of California reporting requirements (e.g., SB9, ADU, BASMAA. C.3 Stormwater) on regulated projects as part of the planning application.
   m. Any function that will allow for user defined metrics or key performance indicators (e.g., reviews processed based on established timelines, expired permits.

7.4 Integration and Interface. Provide an explanation of the following:
   a. Describe how Proposer would support and manage the integration/interface with existing CITY applications as identified in RFP Section B Current Environment).
   b. List any previous experience with any of the CITY applications.

    c. Describe any previous experience importing data from other applications; list any experience integrating data from CITY's existing vendor (CSG), MS Access Databases or Excel files.

    d. CITY has documents stored in digital repositories (Digital Reel), describe any ability to import documents into system.

    e. Describe the interface to its GIS system that allows a user to click a GIS or View button and see a map display of the location displayed on the Land Management – Permitting System screen.

    f. Describe how the interface would allow a user to work within a GIS view and drill down to permit, parcel, inspection and other data.

    g. If optional GIS integration services are proposed.

    h. Describe any APIs and web-services available to push and pull data. Are they secured and encrypted? Can CITY access the data directly from the database (e.g., SQL script or executables)?

    i. Describe how Proposer would support and manage integration/interface with business licensing solutions (CITY currently uses Avenu Business License System but anticipates procuring another solution). Describe any other integration/interface experience with other Business License Systems.

7.5 SaaS Solutions – Performance, Data Storage and Backup. Provide an explanation of the following:

    a. System uptime guarantee (CITY preference 99.9%) excluding scheduled downtime or client-initiated downtime.

    b. Describe any network bandwidth required between the CITY and hosting facility.

    c. Describe what benchmarking utilities are used for system tuning.

    d. Describe the methodology used to estimate response times. Is there any options or requirements for dedicated bandwidth.

    e. Scalability options for computer power (CPU, RAM, and storage); specify minimum system configuration.

    f. Approach to data storage, describe ability for CITY to maintain information online (e.g., up to 20 years), describe any limitations.

    g. Describe data backup processes.

7.6 SaaS Solutions – Data Access and Security. Provide an explanation of the following:

    a. How data access is managed; ownership of data (expectation data is owned by the CITY).

    b. Single or multi-tenant environment.

    c. If multi-tenant, how is data segregated?

    d. If multi-tenant, how is security managed?

    e. Vetting process when hiring new employees who have access to CITY data.

    f. How testing (i.e., sandbox) and patching is processed; how upgrades are processed.

    g. Breach response and notification.

    h. Cybersecurity Insurance and associated Coverages.

	7.7 SaaS Business Continuity and Disaster Recovery. Provide an explanation of the following:
	    a. Failover procedures.
	    b. The restore process and the restore point.
	    c. Approach to business continuity and disaster recovery.
	    d. Redundancies or process to ensure high availability.
	
	7.8 SaaS Solutions – Service Level Agreements (SLA). Provide an explanation of the following:
	    a. Supported SLA options.
	    b. CITY requires a 60-day initial system Performance Acceptance testing period from the date of the system is fully operational. Do you agree to a 60-day performance acceptance testing period?
	
	7.9 SaaS Solutions – Transition. Provide an explanation of the following:
	    a. The roles and responsibilities of the CITY and the Vendor in the event the contract is terminated.
	    b. How the Vendor will provide the CITY's data in the event the contract is terminated.
	    c. Is source code available?
	
	7.10 Software Modifications. Provide an explanation of the following:
	    a. Proposer's processes for software change requests, as well as how Proposer determines which requests are implemented and when.
	    b. How Proposer keeps system documentation up to date and how it can be accessed by staff.
	    c. Any new releases installed (e.g., mandatory); any charges, new documentation provided; additional training.

8.	**Implementation Approach and Work Plan.** Please identify the proposed implementation approach and include the following:
	    a. Organization chart highlighting key staff assigned to project.
	    b. Short bio for the project manager and other key assigned resources.
	    c. A proposed timeline to implement in phases.
	    d. System Acceptance (user acceptance and technical testing, including stress testing), including **methodology, document deliverables, and application deliverables**
	    e. Detailed workplan for each phases identifying responsibilities, timelines, and expectations.
	    f. Confirm whether the following services included: maintain project schedule, coordinate planning and installation, problem solving and troubleshooting all vendor products and services, project status report and attendance at meetings; onsite coordination; coordination with third-party integration requirements.
	    g. Identify any services not included to implement the solution.

9.	**Ongoing Maintenance and Support.** Please describe all support services available and include the following:
	     a. Support hours (in Pacific Time).
	     b. Options to Request Support (e.g., toll-free 800 number, email, online chat, dedicated support team).
	     c. Remote access requirements and capabilities.
	     d. Documentation/training.
	     e. Response times.
	     f. Access by CITY to see the status and receive notifications.

10.	**Proposed Pricing.** Please provide a complete understanding of all costs associated with the software, implementation, training ongoing maintenance, and any one-time costs associated with delivering the services. The pricing must include:
	     a. SaaS costs.
	     b. Services.
	     c. Implementation services.
	     d. Project management.
	     e. Data conversion and migration (the CITY anticipates electronic conversions, please include estimated ranges for each application).
	     f. GIS integration.
	     g. Interface development.
	     h. Training and documentation.
	     i. Travel.
	     j. Software maintenance.
	     k. Post implementation support.
	     l. Payment schedule based on deliverables and/or milestones.
	     m. Any optional services.
	
	 Pricing must identify near-term planned changes that may impact cost to the CITY. Pricing must be submitted in accordance with the Pricing Sheet included in Attachment C of this RFP.

11.	**Software Licensing and Maintenance Agreements.** Please provide any/all agreements related to software licensing, SaaS, and maintenance. If there is any third-party involvement, provide that agreement.
12.	**Exceptions to the RFP.** Any proposed exceptions to RFP terms and conditions shall be provided in this section of the Proposal submission and in accordance with the instructions in RFP Section F.1 (Required Contractual Terms and Conditions).

E   Proposal Evaluation

Submitted Proposals that are responsive to the RFP requirements will be reviewed by a cross-functional team that is representative of CITY staff. A multi-phase evaluation process will

be used to evaluate and choose the final Vendor. A proposal with a successful rating will move to the next phase. An unsatisfactory rated proposal will not be considered further.

Proposals will be evaluated in three phases as follows, and in accordance with the evaluation criteria shown in Section E.1:

- ➢ Phase 1 – Evaluation of Submitted Proposals/Reference Checks
- ➢ Phase 2 – Proposer Interviews and Scripted Demonstrations
- ➢ Phase 3 – Final Scoring and Selection

E.1   Evaluation Criteria and Process

In seeking to determine which proposed solution best meets the CITY's needs, the following criteria and process will be used to evaluate submitted proposals and proposing firms.

Phase 1 – Evaluation of Submitted Proposals/Reference Checks

During the first phase of the evaluation process, submitted proposals will be evaluated on:

--Comprehensiveness and quality of the proposal and proposed solution,

--Qualifications and experience of the proposing firm and its team,

--Proposed implementation plan;

--Proposer's prior record of performance; and

--Proposed pricing.

Proposing firms with most favorably scored written proposals will be selected to continue to Phase 2 of the evaluation process.

Pricing proposals will be separately evaluated to determine if submittals fall within a competitive range. Price proposals significantly higher or lower than the competitive range may be removed from consideration if determined to be in the best interest of the City. The CITY reserves the right to request clarifications of proposals or conduct discussions for clarification with any or all Proposers. All clarifications made will be put in writing by the Proposer.

Phase 2 – Proposer Interviews and Scripted Demonstration

Each proposer found eligible to proceed to Phase 2 will be invited to a virtual interview with the evaluation team and to conduct a scripted demonstration. At the end of this phase, the evaluation team will determine a rank order of the interviewed firms before proceeding to Phase 3.

Phase 3 – Proposer Selection and Negotiation

Notwithstanding the items listed in Block 10 of Section D1.2 (Proposed Pricing), some of those items may not be included in the final contract, or some proposed

prices may need to be revised, depending on the final scope of the services and software to be provided. Accordingly, following Phase 2, the City will engage in contract negotiations with the highest ranked Proposer. If the City and the highest ranked Proposer do not reach terms and conditions of a contract that are mutually acceptable, the CITY will enter into negotiations with the second highest ranked firm, and so on until mutually acceptable terms/conditions are agreed upon.

Evaluation Scoring Ratings

In evaluating submitted proposals and proposing firms, the following scoring system will be used:

Excellent: Proposed solution meets or exceeds functional requirements in all respects and has no significant deficiencies, and proposing firm has a proven track record of successfully implementing system solutions and providing ongoing support.

Good: Proposed solution meets requirements in most respects and has no material deficiencies, and proposing firm has a proven track record of successfully implementing system solutions and providing ongoing support.

Unsatisfactory: Proposed solution meets some requirements but has material deficiencies that would impact service delivery and/or add substantial product life cycle costs, and proposing firm is unable to demonstrate consistency in successfully implementing system solutions and providing ongoing support.

Unacceptable: Proposed solution does not meet requirements for satisfactory service delivery, and proposing firm is unable to demonstrate that it has successfully implemented a system solution or provided acceptable ongoing support.

Note: Proposals deemed unacceptable or unsatisfactory by consensus of the evaluation team during Phases 1 or 2 will not be considered for Phase 3 selection.

F   Key City Terms, Conditions and Reserved Rights

F.1   Required Contractual Terms and Conditions

The successful Proposer will be required to enter into a Service Agreement. As part of its proposal, the Proposer shall submit its standard Service Agreement. At a minimum, that Agreement must include in some form the provisions that are in the City's standard Agreement for Consultant Services (RFP Attachment D). The final form of the Service Agreement into which the City and the Proposer will enter will be part of the negotiation process described in Phase 3 under Section E of this Request for Proposals.

Proposers that wish to take exception to any terms, conditions, or requirements contained in the RFP and associated attachments, including Attachment D, must do so in writing.

F.2   Public Records Disclosure

Proposals received will become the property of the City. All Proposals, evaluation summary documents, and any subsequent contracts will be subject to disclosure per the "California Public Records Act," California Government Code sections 7920 and following.

All documents related to this solicitation will become public records once discussions and negotiations with Proposers have been fully completed and an award has been announced. Appropriately identified trade secrets will be kept confidential to the extent permitted by law.

Any Proposal section alleged to contain proprietary information will be identified by the proposer in boldface text at the top and bottom as "PROPRIETARY." Designating the entire proposal as proprietary is not acceptable and will not be honored. Submission of a proposal will constitute an agreement to this provision for public records. Pricing information is not considered proprietary information.

F.3   Reserved Rights of the City

Notwithstanding any other provision in this RFP and associated attachments, the CITY, in its sole discretion, reserves the right to:

> ➢ Adjust the RFP Schedule to extend or shorted the date and time for submission of Proposals.
> ➢ Cancel the RFP and/or decline to go forward with the procurement.
> ➢ Reject and or all Proposals, in whole or in part, or to waive minor irregularities in any Proposal.
> ➢ Accept a Proposal, with or without the interviews and demonstration included in RFP Section E (Proposal Evaluation), if determined to be in the best interest of the CITY.
> ➢ Request clarifications or Proposers or conduct discussions with any or all Proposers for the purpose of determining which Proposal provides the best overall value to the CITY.
> ➢ Interview and approve a Proposer's proposed staff members.
> ➢ Negotiate with more than one Proposer if in the interest of the CITY.

RFP ATTACHMENTS

Attachment A – Proposal Submission Form

PROPOSER (please type/print):

Company Name: _____

Address: _____

Telephone: _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Proposer, if selected, intends to carry on the business as (check one):

☐ Individual   ☐ Joint Venture   ☐ Partnership   ☐ Corporation

When incorporated? _____   In what state? _____

When authorized to do business in California? _____

ADDENDA
To assure that all Proposers have received each addendum, check the appropriate box(s) below. Failure to acknowledge receipt of an addendum may be considered an irregularity in the Proposal:

Addendum number(s) received: ☐ 0;   ☐ 1;   ☐ 2;   ☐ 3;   ☐ 4;   ☐ 5;   ☐ 6;   ☐ 7;   ☐ 8.

PROPOSER ACKNOWLDGMENT (to be signed by a representative authorized to legally bind the company):

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the information provided pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

_____   _____

Print Name   Date

_____   _____

Authorized Signature   Title

Attachment B – Functional Requirements Matrix
(Separate electronic attachment to the RFP)

Attachment C – Proposed Pricing
(Separate electronic attachment to the RFP)

Attachment D – Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES

        THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and _____, a _____ ("Consultant").

RECITALS

        A.   City desires to retain Consultant for the performance of certain professional consulting _____ services for _____ ("the Project").

        B.   Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional consulting services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

        1.   **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference.

        2.   **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed in accordance with the time schedule set forth in Exhibit B attached hereto and incorporated herein by reference.

        3.   **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be _____.

        4.   **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit C attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of $_____ without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

        5.   **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.

        6.   **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a

minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor.

8. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As such independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

10. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Consultant shall maintain a City of Brisbane business license.

11. **Compliance with Laws.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, arising out of or in any manner relating to the performance by Consultant of its services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant.

13.   **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a)   <u>Type of policies and coverage</u>:

(1)   *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

(2)   *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than $1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).

(3)   *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than $1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.

(4)   *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.

(5)   *Cyber Security and Privacy Liability*. Consultant shall maintain insurance with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, which shall include the following coverage:

(a) Liability arising from theft, dissemination and/or use of confidential or personally identifiable information, protected health information, security codes, access codes, passwords, etc.

(b) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

(c) Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.

(d) Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in and required by this Agreement.

(e) Costs associated with restoring, updating, or replacing data.

(f) Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional three (3) years following contract termination.

(6) *Cyber Technology Errors and Omissions*. Consultant shall maintain insurance with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, which shall include the following coverage:

(a) Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information and protected health information.

(b) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

(c) Liability arising from the failure of technology products (software and hardware) required under contract for Consultant to properly perform the intended services.

(d) Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.

(e) Electronic Media Liability arising from personal injury, plagiarism, or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(f) Liability arising from the rendering, or failure to render, professional services.

(g) Defense costs in regulatory proceedings (state or federal) involving a violation of privacy laws or intellectual property rights.

(h) Crisis management and other expert services.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional three (3) years following contract termination.

(b) <u>Endorsements</u>: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.

(2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.

(4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

(c) <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(d) <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.

(e) <u>Verification of coverage</u>. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before

commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

14.   **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City	City of Brisbane
	Attn.: _____
	50 Park Lane
	Brisbane, CA 94005
To Consultant	_____
	_____
	_____

15.   **Litigation Expenses and Attorneys' Fees**. If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

16.   **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

17.   **Equal Opportunity Employment**. Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

18.   **Miscellaneous Provisions.**

(a)   Severability.   Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.

(b)   Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.

(c)   Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.

(d)　Waiver.　The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.

(e)　Execution.　Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.

(f)　Successors and Assigns.　Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
　　　Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONSULTANT:

_____

EXHIBIT A

<u>Description of Services</u>

EXHIBIT B

Time Schedule for Performance of Services

EXHIBIT C

<u>Compensation</u>