**STATEMENT OF QUALIFICATIONS**

**CITY OF SANTA CLARA**

**INFORMATION TECHNOLOGY DEPARTMENT**

**GEOGRAPHIC INFORMATION SYSTEM**

**PROFESSIONAL SERVICES**

<table>
<thead>
<tr>
<th>SOQ release date:</th>
<th>March 29, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for questions:</td>
<td>April 8, 2019</td>
</tr>
<tr>
<td></td>
<td>at 10:00 a.m. (PST)</td>
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<tr>
<td>Proposals Due Date</td>
<td>April 17, 2019</td>
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<tr>
<td>Proposals Due Time</td>
<td>10:00 a.m. (PST)</td>
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<tr>
<td>Proposals Due To:</td>
<td><a href="mailto:ITDepartment@santaclaraca.gov">ITDepartment@santaclaraca.gov</a></td>
</tr>
<tr>
<td>SOQ Contact Name:</td>
<td><a href="mailto:ITDepartment@santaclaraca.gov">ITDepartment@santaclaraca.gov</a></td>
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</table>
1 INTRODUCTION

The City of Santa Clara ("City") is seeking proposals in the form of Statements of Qualifications (SOQ) from qualified consultants to provide Geographic Information Systems (GIS) Professional Services that meet a wide spectrum of the City's business requirements for geospatial knowledge that supports decision-making.

The City is searching for one or more qualified consultants for an initial three (3) year professional services agreement with the option of one additional two (2) year renewal term for GIS Services, with the opportunity for innovations and creative applications to further assist City departments. The GIS funding will be established annually subject to budget appropriations and prioritization. The successful firm will primarily provide services on site at the City.

2 BACKGROUND

The City of Santa Clara has a robust Enterprise GIS Program that is extensively used as an integrated resource for data-driven decision making, public information sharing, and to increase staff and overall organizational efficiency. Central to the role of the GIS Professional Services contractor is the ability to assess municipal end-user needs and identify approaches to leverage GIS data and services to meet those needs by incorporating multi-disciplinary standards-based interoperability in the authoring, managing, connecting and delivering of geospatial information, ensuring seamless availability throughout the enterprise, through systems integration, desktop, web-based, and mobile clients. Services provided by the GIS Professional will be on a contract basis working collaboratively with the City’s Information Technology Department (ITD) and key stakeholders in defining and executing plans for meeting the City's evolving information needs, and integrating GIS and departmental database applications into City processes as appropriate. Consultants will work with ITD to identify project recommendations and prioritization for executive leadership budgeting plans.

The City of Santa Clara ("City") is seeking proposals in the form of statements of qualifications from qualified consultants to provide Geographic Information Systems (GIS) Professional Services that meet a wide spectrum of the City’s business requirements for geospatial knowledge that supports decision-making. Activities include: coordination of citywide GIS initiatives and projects; maintenance and enhancement of geospatial datasets; leveraging the capabilities of GIS to enriching business-specific processes with location intelligence and streamlining City operations and services to internal and external users. Such activities may also be accompanied by maintaining relevant metadata and documentation describing active GIS capabilities, datasets, projects, cartographic products, and routine geospatial systems and data operations.

By incorporating standards-based interoperability throughout the authoring, managing, connecting and delivering of geospatial information, ensures that data is seamlessly integrated for enterprise, web-based, mobile and desktop clients. As data progresses through the process of authoring to delivering, the value of the information also increases, from the original captured source content to information that provides valuable decision support.

To provide context, the GIS Projects that have been completed over the last few years and operationalized into the Enterprise GIS at the City of Santa Clara include:
1. Providing decisional and operational confidence through a citywide Enterprise Basemap and associated infrastructure and applications;

2. Tactical effectiveness and excellent public safety services through CAD 911 dispatch, with multipurpose best in class integrated mapping for incident location, optimal routing, and seamless reporting;

3. Comprehensive mapping and inventory of multiple asset classes for parks and recreation that drives preventative maintenance and investments through integration with work order management system;

4. Interactive Story Maps & Community Dashboard for community development and public engagement;

5. Award-winning Common Operational Picture for real-time effective and discreet public safety during Stadium events, creating extraordinary strategic and tactical situational awareness;

6. Wholistic modeling of utility networks, fully integrated with work order management system as well as business-specific operational and analytical systems;

7. Multiple enterprise-wide mobile and web-based applications providing geospatial information and analytics to internal users and the public at large, including MapSantaClara, MySantaClara, and the City’s own Enterprise GIS Data Portal.

3 PURPOSE OF THIS SOQ
The City of Santa Clara is searching for one or more qualified consultants for an initial three (3) year professional services agreement with the option of one additional two (2) year renewal term for Geographical Information Systems Services, with the opportunity for innovations and creative applications to further assist City departments through multiple Smart City and Digital Twin initiatives. The successful firm will primarily provide services on-site at the City. The GIS funding will be established annually subject to budget appropriations and prioritization.

Proposed work plan initiatives for fiscal year 2019-20 include:

1. Ongoing Enterprise GIS Program leadership, development, integration, maintenance, and knowledge transfer;

2. Enterprise GIS Infrastructure Upgrade - Ongoing maintenance of the current Enterprise GIS Architecture, including upgrade to the latest stable Esri ArcGIS Platform, full stack, version 10.6.1, including implementation and training for ArcGIS Pro and Portal for ArcGIS;

3. Citywide Permitting System Implementation and Integration;

4. Produce and integrate new citywide GIS layers (feature classes and attributes) - i.e. utility easements, traffic control assets, building footprints, edges of travelled ways, ADA compliant ramps, road and parking markings, urban forest, city neighborhoods, and geospatial imagery;

5. Integration of relevant data into the City’s Enterprise Basemap to aid planning, permitting and building inspection operations; sources include property valuations, residential and commercial property listings, ownership changes, census records, and other public or commercially available datasets;

6. Streamline retrieval and visualization of permitting information through integration with inside-facing GIS applications;
7. Close the feedback loop by enabling users citywide to easily redline and report updates or corrections to the Enterprise GIS Data, on any layer, through easy to use and visually appealing interfaces;

8. Enhance citizen outreach and engagement through GIS applications - i.e. responsive web map viewers, story maps, native mobile applications and open data geospatial portal;

9. Assist public safety operations by maintaining up to date maps and master address dataset, along with specific law enforcement and firefighting GIS-based applications – i.e. crime analysis and operational dashboards;

10. Common Operational Picture (COP) for real-time situational awareness for public safety for game day and special events;

11. Develop, deploy, and maintain GIS applications to attract and encourage economic development in the City;

12. Empower field personnel through mobile GIS and integration with business applications - i.e. work order management;

13. Produce and/or enhance GIS-based asset inventories for multiple business units, and integration with computerized maintenance management system;

14. Perform routine geospatial analytics to assist power and pipeline utilities with maintenance operations and customer service;

15. Establish standard-based workflows for data intake and processing towards overall digitalization of the City’s processes and the creation and operationalization of the City’s Digital Twin;

16. Automate location-validation and geospatial enrichment of multidisciplinary business-specific datasets to derive data-driven insights and patterns for more effective decision-making and operations;

17. Other GIS system management and assistance as required.

4 STATEMENT OF REQUIREMENTS
Successful consultants must include the following qualifications within their team/organization:

1. Key roles-
   a. GIS Architect,
   b. GIS Developer,
   c. GIS Administrator,
   d. GIS Project Manager,
   e. GIS Analyst/Specialist,
   f. And other;

   The successful firm will primarily provide services on-site at the City. Provide a rate card for each of the above positions.

2. Possess strong backgrounds in using full ESRI ArcGIS suite of products; knowledge and skills in using GeoCortex software applications and Python programming tools;

3. Technical proficiency in GIS analysis; data management and maintenance; integration, and cartographic representation of spatial data sets and tabular source material;
4. Capable to provide GIS technical support for all municipal departments (Public Works, Finance, Public Utilities, Public Safety, Economic Development, Information Technology, etc.);
5. Capability for creative deployment of GIS solutions to users within the various City departments, Boards & Commissions, and for public access;
6. Knowledge of current GIS and spatial data management methods, tools, and innovations;
7. Knowledge of public and private data sources, geographic data and metadata, federal and state spatial data policies and guidelines;
8. Ability to assist in the development and implementation of the GIS project plans and budgets.
9. The successful firm will primarily provide services on-site at the City.

5 HOW TO OBTAIN THIS SOQ
1. This SOQ may be downloaded from the City of Santa Clara website at http://santaclaraca.gov/government/about-santa-clara/bids-rfps-rfqs
2. All addenda and notices related to this procurement will be posted by the City on the above-mentioned website. Any addenda and notices issued by the City shall become a part of this RFQ and shall be acknowledged and responded to by Proposer.

6 RFP TIMELINE
The RFP Timeline is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>Friday March 29, 2019</td>
</tr>
<tr>
<td>Deadline for questions, clarifications</td>
<td>Monday April 8, 2019 at 10:00 a.m. (PST)</td>
</tr>
<tr>
<td>Proposals must be submitted by</td>
<td>Wednesday April 17, 2019 at 10:00 a.m. (PST)</td>
</tr>
<tr>
<td>City evaluates proposals &amp; proposers</td>
<td>by appointment</td>
</tr>
<tr>
<td>City selects successful vendor</td>
<td>TBD/ May 2019</td>
</tr>
<tr>
<td>Contract Award via Council Meeting</td>
<td>TBD/ June 2019</td>
</tr>
</tbody>
</table>

The City reserves the right to add, remove or combine steps in the timeline, and/or compress or extend the timeline as the City, in its sole discretion, sees fit.

7 DOCUMENTS INCLUDED WITH THIS SOQ

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Attachment A</td>
<td>Proposal Certification</td>
</tr>
<tr>
<td>Attachment B</td>
<td>Customer Reference Form</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Exemplar Agreement</td>
</tr>
</tbody>
</table>
8 TERM OF AGREEMENT

The anticipated term of any agreement(s) resulting from this SOQ is three (3) years. The City reserves the right to exercise the option of one additional two (2) year renewal term after the initial term.

9 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

Questions pertaining to this SOQ should be submitted to ITDepartment@santaclaraca.gov by April 8, 2019 at 10:00 a.m. (PST). The City will provide a written response to all pertinent questions in the form of an Addendum on the City website. Questions answered are addenda to the SOQ.

1. Contact with representative(s) other than the contact name listed in this SOQ is grounds for disqualification
2. The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.
3. The City will provide a written response to all questions in the form of an Addendum.

10 PROPOSAL SUBMITTAL REQUIREMENTS

1. General

GIS Professional consultants desiring consideration are requested to submit a Statement of Qualifications by the deadline listed in the timeline section above. Please send all responses via email to the City of Santa Clara Information Technology Department: ITDepartment@santaclaraca.gov

2. Cover Letter

a. Provide a cover letter noting an overview of consultant’s general expertise, capacity, experience and approach to performing the work described in this SOQ.
   b. The cover letter should address any pending or current litigation related to services provided by your firm, and any terminated contracts within the past five years for with an explanation of the reasons for termination.
   c. Please include your firm’s name and contact information if questions do arise regarding your submittal.

3. Organization chart, including any sub-consultants

   Description of the project team, including roles and responsibilities

4. Demonstration of qualifications and experience

   a. Brief resumes of key personnel, including sub-consultants, which clearly and succinctly demonstrate qualifications and experience
   b. Descriptions of completed and/or ongoing work
   c. Innovative and/or strategic approaches to service provision
5. Attachment A Proposal Certification  
Please complete, sign and submit this form with your proposal

6. References  
Using the Attachment B - Customer Reference Form, provide three (3) professional references that can highlight applicable GIS experience

7. Examples of Applicable Work product(s) performed by your firm

11 SELECTION PROCESS AND EVALUATION CRITERIA

1. Selection Process
   a. Proposals will be evaluated per the criteria and weights listed in the table below showing a demonstrated understanding of the City’s needs and requirements.  
   b. The City reserves the right to conduct oral interviews with any respondent.

2. The final selection(s) will be based on the proposal earning the highest score per the criteria listed below.

3. The City reserves the right to rely on information from sources other than the information provided by the respondents.

4. Final award shall be contingent upon selected firm (Contractor) accepting the Terms and Conditions listed in Exhibit A of this SOQ.

5. EVALUATION CRITERIA and weights

<table>
<thead>
<tr>
<th>Description</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Proposal responsiveness</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Proposal Quality and Presentation</td>
<td>60</td>
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<tr>
<td>Firm Qualifications</td>
<td>20</td>
</tr>
<tr>
<td>Staff Qualifications</td>
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</tr>
<tr>
<td>Client List / References</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
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</table>

12 COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.
13 NON-CONFORMING PROPOSAL
A proposal shall be prepared and submitted in accordance with the provisions of these SOQ instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

14 GROUNDS FOR DISQUALIFICATION
Proposers are expected to have read and agrees to comply with City’s Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299). Factors such as, but not limited to, any of the following, may disqualify a proposal without further consideration:
   a. Evidence of collusion, directly or indirectly, among Proposers regarding the amount, terms or conditions of this proposal.
   b. Any attempt to improperly influence any member of the evaluation team.
   c. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.
   d. Evidence of incorrect information submitted as part of the proposal.
   e. Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal.
   f. Proposer’s default under any previous agreement with the City.

15 GRATUITIES
No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

16 CONFLICT OF INTEREST
Proposer(s) may not have any interest in any potential future City procurements that may result from the work performed under the agreement resulting from this SOQ.

17 GENERAL INFORMATION
1. The successful proposer will be required to enter into an agreement with terms and conditions in substantial conformity with Exhibit A of this SOQ.
2. The successful Proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Exhibit A.
3. All costs associated with responding to this request are to be borne by the Proposer.
4. It is the City’s policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Santa Clara contracts.
5. All proposals must be received by the deadline noted. The City reserves the sole discretion to accept proposals received after the deadline if the proposer can demonstrate to the City’s satisfaction that the timely delivery of the proposal was not possible due to circumstances beyond their control.

6. The City may require financial statements as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.

18 RIGHTS OF THE CITY OF SANTA CLARA

1. This SOQ does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:
   a. Accept an offer in full, or in part, or to reject all offers
   b. Reject any and all proposals
   c. Issue subsequent solicitation
   d. Postpone the opening of proposals for its own convenience
   e. Approve or disapprove the use of particular subconsultants
   f. Negotiate with any, all or none of the Proposers
   g. Accept other than the lowest offer
   h. Waive informalities and irregularities in the Proposals
   i. Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City

2. An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the Proposer

19 PUBLIC NATURE OF PROPOSAL MATERIAL

1. Responses to this SOQ become the exclusive property of the City of Santa Clara. At such time as the City awards a contract, all proposals received in response to this SOQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary,” or if disclosure, in the City’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

2. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Santa Clara may determine, in its sole discretion, that the information that a Proposer submits is not a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.
ATTACHMENT A

PROPOSAL CERTIFICATION

<table>
<thead>
<tr>
<th>Proposing Firm Name:</th>
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<tr>
<td>Address:</td>
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<td>Telephone:</td>
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<td>Facsimile:</td>
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<td>E-mail:</td>
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<tr>
<td>Contact person name and title:</td>
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PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.

2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.

3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the SOQ document or permitted by formal addenda are accepted by the City.

4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Statement of qualifications package, formal addenda issued by the City, or the pre-proposal conference.

5. As suppliers of goods or services to the City of Santa Clara, Proposer and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

6. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
7. Please check the appropriate box below:

- If the proposal is submitted by an **individual**, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

- If the proposal is submitted by a **partnership**, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

- If the proposal is submitted by a **corporation**, it shall be signed in the corporate name by an authorized officer or officers.

- If the proposal is submitted by a **limited liability company**, it shall be signed in the corporate name by an authorized officer or officers.

- If the proposal is submitted by a **joint venture**, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

**By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the SOQ, that they are aware of the applicable facts pertaining to the SOQ process, its procedures and requirements, and that they have read and understand the SOQ.**

<table>
<thead>
<tr>
<th>Authorized Representative Name (sign name):</th>
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<tbody>
<tr>
<td>Authorized Representative Signature (print name):</td>
<td></td>
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<tr>
<td>Authorized Representative Title (print title):</td>
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**Complete additional signatures below as required per # 6 above**

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<th>Authorized Representative Name (sign name):</th>
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<td>Authorized Representative Title (print title):</td>
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<tr>
<td>Authorized Representative Title (print title):</td>
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### ATTACHMENT B

**CUSTOMER REFERENCE FORM**

<table>
<thead>
<tr>
<th>Name of Customer:</th>
<th>Customer Contact:</th>
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<table>
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<tr>
<th>Customer Address:</th>
<th>Customer Phone Number:</th>
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<tr>
<th>Customer Email:</th>
<th>What was the period of performance?</th>
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<tr>
<th>Your Company Name:</th>
<th>$ value of Contract:</th>
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<tr>
<th>Type of Project:</th>
<th>Detailed narrative describing the project:</th>
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</table>
EXHIBIT A - EXEMPLAR AGREEMENT

Proposer(s) selected will be required to enter into a negotiated contract with the City regarding the details, terms and conditions of the services. Attached here below for reference only is a sample City of Santa Clara draft Agreement/ with Insurance Requirements. Do not complete these forms at this time. Any exceptions or requested changes that Proposer has to the City’s Agreement should be noted in Proposer’s submittal, Items not excepted will not be open to later negotiation.

***********************EXAMPLE************************

AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SELECTED CONTRACTOR’S NAME

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and selected Contractor's name, a[n] choose one: __________ (enter State name) corporation/partnership/individual, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;

Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:
This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. **TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on ______________ __, 20___ and terminate on ______________ __, 20___.

3. **SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. **WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. **QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. **COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is *spell out dollar amount ($‘insert numerical dollar amount), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall
be at Contractor’s expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. **TERMINATION**

   A. **Termination for Convenience.** City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days’ prior written notice to Contractor.

   B. **Termination for Default.** If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

   C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. **ASSIGNMENT AND SUBCONTRACTING**

   City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

   Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. **NO THIRD PARTY BENEFICIARY**

   This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. **INDEPENDENT CONTRACTOR**

    Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. **CONFIDENTIALITY OF MATERIAL**

    All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known
12. **OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. **RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City’s reporting requirements to the State and other agencies with respect to Contractor’s Services hereunder.

14. **HOLD HARMLESS/INDEMNIFICATION**

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney’s fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City
(either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: IT Dept.
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at ITDepartment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

*Name of Contractor
*Address of Contractor
and by e-mail at *_______________@XXX

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations
regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City’s name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.
25. **COUNTERPARTS**
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

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**CITY OF SANTA CLARA, CALIFORNIA**
a chartered California municipal corporation

Approved as to Form: ________________________________  Dated: ________________________________

| BRIAN DOYLE                                    | DEANNA J. SANTANA                |
| City Attorney                                  | City Manager                     |
|                                                | 1500 Warburton Avenue            |
|                                                | Santa Clara, CA 95050            |
|                                                | Telephone: (408) 615-2210        |
|                                                | Fax: (408) 241-6771              |
|                                                | “CITY”                           |

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**SELECTED CONTRACTOR’S NAME**
*choose one: a[n] __________ (insert State) corporation/partnership/individual

Dated: ________________________________

By (Signature): ________________________________

Name: ________________________________

Title: ________________________________

Principal Place of Business Address: ________________________________

Email Address: ________________________________

Telephone: ( ) ________________________________

Fax: ( ) ________________________________

“CONTRACTOR”
EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

*Insert Services to be performed
EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City’s receipt of an approved invoice.

*NOTE: This Exhibit B should contain a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

- Fee Schedule Effective Date
- Hourly Billing Rates for Each Staff Position/Level
- Minimum Billing Hours
- Charges for Equipment by Day/Week/Month
- Travel Time and Costs
- Per Diem Expenses
- Expendable Material or New Parts Costs
- Outside Services Costs
- Overtime Costs
EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor’s indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor’s insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence  
   $2,000,000 General Aggregate  
   $2,000,000 Products/Completed Operations Aggregate  
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a “pay on behalf” basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities
shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers’ Compensation Insurance Policy as required by statute and employer’s liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers’ Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney’s Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor’s work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor’s insurance.
3. **Cancellation.**
   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. **Other Endorsements.** Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.
G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City’s approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City’s request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara IT Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John’s Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A - VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.