



REQUEST FOR PROPOSALS

Website Redesign and Hosting Services

RFP Publication Date: 5/7/2025

RFP Submission Deadline Date: 6/2/2025 at 3pm

Issued by:

Tyson Pardee
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Table of Contents

- 1) RESPONDENT ADMONISHMENT..... 3
- 2) INTRODUCTION 3
- 3) BACKGROUND 3
- 4) SCOPE OF SERVICES 3
- 5) FORMAT FOR PROPOSALS 4
- 6) SELECTION PROCESS 6
- 7) SUBMITTAL EVALUATION 6
- 8) RULES OF PROCUREMENT 6
- 9) CITY NOTICES..... 7
- 10) MODEL CONTRACT 8
- 11) DISCLOSURE OF INFORMATION..... 8
- 12) EXHIBIT A, MODEL CONTRACT 11

1) **RESPONDENT ADMONISHMENT**

Respondents are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- ✓ Ask for clarification before final due date of questions.
- ✓ Immediately inform the City of any problems with this Solicitation.
- ✓ Be complete in response.
- ✓ Submit all responses by the required dates and times.

2) **INTRODUCTION**

The City of Gridley is seeking a firm to design, implement, and host a replacement public website including the migration of content from the current public website for the City of Gridley.

The City of Gridley intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the City for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the City's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the City; (7) approval by the City of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The City intends to award a contract substantially in the form of the Model Contract to the selected respondent. Respondents should list any exception(s) to the Model Contract in a separate section of their proposal.

3) **BACKGROUND**

The City of Gridley currently has a public facing website hosted with a third party (www.gridley.ca.us).

The City is seeking a modern, cloud-based CMS solution that will offer an improved experience for residents by providing a clean and responsive website that enables quick access to critical information and city services.

Required Elements of a new CMS:

- Developed and managed by vendor
- Software as a Service (SaaS) model
- Designed for government use
- Americans with Disabilities Act (ADA) compliant
- Hosted in diverse data centers with diverse network connections
- Services monitored by support 24/7
- Site wide SSL encryption
- Site wide messaging capability for emergency notifications (i.e. evacuation warnings)
- Granular permissions that can be set for individual pages, designated sections, and the entire website.
- Active Directory and/or Azure Active Directory user integration
- Software upgrades performed semi-annually by vendor
- Customizable forms
- Facility Directory

- Job Postings

4) **SCOPE OF SERVICES**

The City anticipates that the firm selected for this work shall provide the scope of services as outlined below. However, the City will give due consideration to alternative approaches for conducting the requested Website Redesign and Hosting Services.

1. Design

- a. Vendor shall work with the City to design a template taking into consideration limitations of the new software.
- b. New template shall use official city colors and logos.
- c. New template may require varying colors for different departments

2. Implement

- a. Vendor shall implement the new template.

3. Migrate

- a. Vendor shall work with the City to identify content that requires migration.
- b. Vendor shall migrate content.
- c. Vendor shall ensure migrated content is formatted to fit new website template.

4. Train and launch

- a. Vendor shall provide end user training.
- b. Vendor shall assist with transition planning and be available for support on the day of go live

5) **FORMAT FOR PROPOSALS**

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. The City shall receive all Submissions no later than 6/2/2025, at 3pm.

- a) The response shall include a cover letter, a table of contents and all items listed below and shall be in the following format:

One (1) electronic copy shall be provided by email, CD or thumb drive format.

Physical submissions shall contain 1 (1) signed, unbound original and three (3) hard copies, printed material on 8-1/2" X 11" paper.

Submissions shall be in the order noted below.

Submissions may also include color and fold out charts and graphs.

Mandatory Content and Sequence of Submittal:

- i) Cover Letter shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 90 days after receipt.

- ii) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
- iii) Respondent's Experience Summary shall be a maximum of eight pages (not including resumes) in length and shall describe the respondent's experience in website redesign and hosting. Experience and focus in the public sector is of vital importance. The City is looking to partner with a firm that has years of experience providing website redesign and hosting. A resume(s) should be included for any key personnel to be assigned to this project. The proposal shall also include the timeline for completing all required tasks. Describe related past projects completed along with a discussion comparing similarities with this proposed project. Please provide a comprehensive narrative history of the firm and its experience in providing website redesign and hosting to government municipalities, cities and departments.

This section shall also contain a comprehensive list of references preferably including municipalities or government agencies wherein similar services were performed. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone number, fax number and email address.
 - Detailed description of services provided similar to the services outlined in the Draft Scope of Work.
- iv) Firm Capabilities shall be a maximum of six pages entitled "Firm Capabilities", and shall include a description of the proposing Respondent's resources for successfully developing and completing this project. (Resources can include firm's stability, staffing, support services, product quality/availability, method of delivery, etc.)
- v) Cost shall detail the cost portion of the proposal. Respondent shall provide pricing based on one times costs for design and implementation as well as reoccurring costs for hosting and support. Respondent shall provide an itemized breakdown of all costs associated with Website Redesign and Hosting Services. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project.

- vi) Draft Scope of Work shall be identified as "Attachment III – Scope of Work" for incorporation in the Model Contract as the final contract to be awarded to the successful respondent. This is the document in which the proposing respondents are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by the City, these should also be clearly described as City tasks in the Draft Scope of Work. If the proposing respondent included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Work.

6) SELECTION PROCESS

The selection committee may include representatives from the Administration, Information Systems, and Public Safety departments of the City. The criteria for selecting the firm is provided below:

- a. Experience and References. (Relevant to local and municipal government)
- b. Capabilities. (Including design, implementation, migration, semi-annual upgrades)
- c. Cost. (One time and annual costs)
- d. Service Reliability. (Including SLAs, RTO, RPO, disaster recovery, network diversity)
- e. End User Support.

The City may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective firm as a part of the selection process.

7) SUBMITTAL EVALUATION

Overall criteria used to evaluate responses to include:

Criteria	Weight
Experience and References:	20%
Capabilities:	20%
Cost:	20%
Service Reliability:	20%
End User Support:	20%
Total:	100%

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the finalist. This level may include a request for a presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to the City. The presentation/demonstration may be web-based.

The City may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective firms as a part of the selection process.

8) RULES OF PROCUREMENT

Time Line Summary

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	5/7/2025
Final Date to Submit Questions and Requests for Clarification	5/23/2025
Questions Answered via Addendum(s)	5/26/2025
RFP Submittals Due	6/2/2025
Preliminary Evaluation Completed	6/3/2025
Presentation/Demonstration (if desired)	6/5/2025
Evaluation Completion	6/9/2025
Award of Contract	6/16/2025

City Contact Information

Any and all communication regarding this Solicitation shall be in writing and directed to:

Tyson Pardee
IT Manager
City of Gridley, California
685 Kentucky St
Gridley, CA 95948
530-538-2493
tpardee@gridley.ca.us

This person will serve as the City's contact person for this project who will also respond directly for questions and inquiries during the solicitation. **Do not** contact other City personnel or selection committee members regarding this project or the selection procedures.

Questions:

Questions and requests for clarification may only be submitted by e-mail. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than **5/23/2025 2:00pm**. The City will provide answers and clarifications by posting an addendum(s) through the City website by **5/26/2025** so all Responders receive consistent information. It is the responsibility of all interested firms to access the website for this information. **Questions received after 5/23/2025 2:00pm will not be answered.**

9) CITY NOTICES

All proposing firms responding to this RFP should note the following:

- a) All work performed for the City of Gridley, including all documents associated with the project, shall become the exclusive property of the City of Gridley.
- b) The selected firm is expected to perform and complete the project in its entirety.
- c) Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing firm shall be borne by the firm without reimbursement by the City of Gridley.
- d) The selected Respondent shall remain an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of the City of Gridley. The Respondent agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
- e) The opening of proposals in response to this Solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
- f) The successful Respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.
- g) Issuance of this Solicitation in no way constitutes a commitment by the City to award a contract. If the City determines it is in its best interest to do so, no Respondent may be selected and no contract may be executed.
- h) Upon acceptable negotiations and contract award, the Respondent shall be required to execute the standard City Contract as provided in Exhibit A and comply with City insurance requirements. The City may modify the contractual requirements of the contract prior to execution of a contract for

services.

- i) The City reserves the right to request additional information from Respondents that have submitted a response to this Solicitation and to enter into negotiations with more than one Respondent should a contract be awarded or to award a purchase order or contract to the Respondent(s) with the most favorable quotation without conducting negotiations. The City reserves the right to award more than one contract if it is in the best interest of the City.
- j) The City reserves the right to reject any or all submittals received if the City determines that it is in its best interest to do so. Further, the City may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.
- k) The City may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional or is incomplete.
- l) The City may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.
- m) The withdrawal of any submittal must be made in writing prior to the required submission date and time, and must be signed by an authorized representative of the firm. An error in the submission may cause the rejection of that submittal. However, the firm may reissue a new or modified submittal prior to the date and time required for submission.

10)MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially as the one shown as **Exhibit A**. However, City reserves the right to substitute Exhibit A, Model Contract with a different template if deemed necessary.

11)DISCLOSURE OF INFORMATION

All information and materials submitted to the City in response to this RFP may be reproduced by the City for the purpose of providing copies to authorized City personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Bid awards are a matter of public record. Once a Contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a proposal is considered your consent to the City's disclosure of the proposal. The City shall not be liable for disclosure of any information or records related to this procurement.

Exhibit A

MODEL STANDARD PROFESSIONAL SERVICES CONTRACT

Greater than \$25,000.00

This Contract, dated as of the last date executed by the City of Gridley is between the City of Gridley, a political subdivision of the State of California, hereinafter referred to as "City", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE					
Term of This Contract (Complete Dates in Just One of the Following Three Rows)					
<input checked="" type="checkbox"/> Below	Term Begins		Term Completion Date		
<input type="checkbox"/>	On Following Date		On Following Date		
<input type="checkbox"/>	Upon Date Notice to Proceed Received		<input type="checkbox"/> Calendar Days Following Receipt of Notice to Proceed		
<input type="checkbox"/>	Upon Last Date Executed by City		<input type="checkbox"/> Calendar Days Following Execution of Contract by City		
City Department		FOB Point			
Terms	Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)				
Price	0	<input type="checkbox"/> Fixed Price	<input type="checkbox"/> Annual Price	<input type="checkbox"/> Monthly Price	<input type="checkbox"/> Hourly Rate
Not-to-Exceed Price		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
Contractor Contact Information			City Contact Information		
Contractor			Project Manager		
Address			Address		
City, State & ZIP			City, State & ZIP		
Telephone			Telephone		
Email			Email		

WHEREAS, City, through the City Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary professional qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Insurance Requirements for Most Contracts
- Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Most Contracts".

Typed or Printed Name Signature Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

CITY

CONTRACTOR

Elisa Arteaga Date Date
City Administrator

REVIEWED FOR CONTRACT POLICY COMPLIANCE
TYSON PARDEE
IT Manager

REVIEWED AS TO FORM
Mike Farr
City of Gridley Mayor

By Date By Date

ATTACHMENT I TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **City Project Manager.** The City project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of City. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The CITY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the CITY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the CITY. The parties agree that the CITY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Termination.** This Contract may be terminated by either the City or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend with counsel of choice by City, indemnify, hold harmless and release the City, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to City for any loss of or damage to City property arising out of or in connection with Contractor's negligence, willful misconduct or failure to ensure the work product complies with all applicable laws at the time of providing the professional services. This provision shall survive the termination or expiration of this Contract.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by

Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract**. Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care**. City has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures**. Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the City Council. If this Contract was executed for the City of Gridley by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term**. Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the City council. If this Contract was executed for the City of Gridley by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the City council.
13. **Compliance with Laws**. Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum**. This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the City of Gridley.
15. **Contradictions in Terms and Conditions**. In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment**: Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of City and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. City will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

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

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The City of Gridley, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials,

employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

C. WAIVER OF SUBROGATION: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

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

G. SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the City certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT III SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

[Note: The following Paragraph Headings are provided as tasks to consider for inclusion in the Scope of Work. If one or more of these Paragraph Headings are not applicable, they should be deleted from the Scope of Work. The text following each heading includes an explanation of material that would be included in that paragraph. All the information should be removed when the Scope of Work is finalized for inclusion in the contract.]

CONTRACTOR RESPONSIBILITY

[This section should include all the work that the Contractor will be required to complete during performance of the contract. When Contractor tasks are specified, they should be worded such that the Contractor "shall" perform. Words such as "must", "should", "will" or "may" are to be avoided as "shall" is the word used in contracts that most compels the contractor to complete tasks in the Scope of Work.]

Contractor Tasks:

[There should always be contractor task included in the Scope of Work. However, if this is the only applicable Paragraph Heading, then this heading may be eliminated.]

Contractor Milestones:

[If there are certain milestones that the Contractor is required to complete, (normally by some certain date or a number of days following some other milestone or event), they may be included in this paragraph. If Contractor payments are tied to milestones, then the milestones may be combined with those milestones below in the "Contractor Compensation" paragraph and this paragraph heading would not be needed.]

Meetings:

[If there are significant meetings (such as public hearings) or periodic meetings (such as periodic progress meetings) they can be specified in this paragraph.]

Contractor Reports :

[If there are reports such as periodic progress reports, draft studies or final reports, they can be described in this paragraph. Consideration should be given to provide due dates for the various reports.]

Other Contractor Deliverables :

[Other Contractor deliverable and due dates can be shown in this paragraph.]

Contractor Compensation:

[If the Contractor is to be paid on a Not-to-Exceed basis, or otherwise based on reimbursable expenses, then the basis for reimbursing the Contractor should be indicated in this paragraph. If the Contractor is to be reimbursed on a Fixed-Price basis, this paragraph is not required. If the Contractor is to be reimbursed on hours of work performed, then separate billing rates should be shown by job title or employee name. Mileage reimbursement may be based on the IRS rate or a specified rate per mile. In some cases, contractors are required to drive a truck that is more expensive to operate than an automobile. In this case,

a mileage rate greater than the IRS rate may be appropriate. When rates are based on actual expenditures, department should avoid paying the actual expenditure plus an additional percentage. The reason to avoid payment of a percentage over the actual expenditure is that this reimbursement method motivates the Contractor to spend excessively. If it is not possible to entirely eliminate the percentage paid in addition to the actual cost, a not-to-exceed cost should be negotiated for these expenditures.]

CITY RESPONSIBILITY

[If the City has some specific responsibilities to perform during the term of the contract, they can be provided in this section of the Scope of Work. While it is the City's policy to faithfully perform the work described in this section, it is acceptable to use words such as "must", "should", "will" rather than "shall" to describe the work to be performed by the City.]