



Notice Requesting Proposals for

***SLO Happenings Promotional Plan and Services
for the City of San Luis Obispo
Administration Specification No. 91357***

The City of San Luis Obispo is requesting sealed proposals for the development and implementation of a promotional plan to promote events occurring in the City of San Luis Obispo for the 2015-16 fiscal year, pursuant to Specification No. 91357.

All proposals must be received by the Department of Finance and Information Technology by **Thursday May 28, 2015 at 3:00 pm**, when they will be opened publicly in the City Hall Council Hearing Room, 990 Palm Street, San Luis Obispo, CA 93401.

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Department of Finance in a sealed envelope plainly marked with the proposal title, specification number, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

Additional information may be obtained by contacting Molly Cano, Tourism Manager, at 805 781-7165 or mcano@slocity.org

Specification No. 91357
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Section A

DESCRIPTION OF WORK

The Promotional Coordinating Committee (PCC), a seven-member advisory body to the City Council, administers the budget for internal community promotions and advises the City Council in working to improve the quality of life for all City residents and visitors. One program function of the PCC is to drive awareness for events happening in the City of San Luis Obispo.

Background

In 2010, the committee commissioned a campaign for events promotion. The SLO Happenings program, as it came to be called, began with production and advertising of semi-annual printed and digital event brochure for community events listings. Based on the positive response, the City extended the contract.

In 2013 calendar year, the PCC approved the continuance of the SLO Happenings brochure but moved to a digital-only brochure produced quarterly. The digital version allowed for more complete and up-to-date event information and reprioritized resources within the marketing initiatives to direct efforts to the engaged Facebook audience.

In 2014, the PCC evolved the program into the development of an application (app) for iOS and android devices with a custom content management system for an event submission portal. The app replaced the production of the digital brochure entirely and was made available for free download through the various app stores. In order to address the non-mobile traffic, a downloadable monthly event sheet was supplied on the City's website and to the City hotels through the Chamber of Commerce. The promotion of the app was through digital advertising on social media and other local outlets, custom Facebook applications, and public relations.

Program Components

SLO Happenings is a campaign to promote all the organized activities taking place in San Luis Obispo from concerts, to festivals, to community events or offerings. The SLO Happenings app was developed to provide a mobile resource to find that information.

The program currently features two components:

1. **SLO Happenings App**
The hosting and maintenance of the app will be the responsibility of the technology service provider contracted directly with the PCC. The expectation is that the party awarded the promotional contract will work closely and collaboratively with the technology service provider.
2. **SLO Happenings Digital and Social Media**
Currently the program has a strong social media following on Facebook & Twitter with engaged active users. The expectation is that the party awarded the promotional contract will maintain and enhance the social media presence while at the same time drive app downloads and usage.

The primary user audience for this program is residents of San Luis Obispo City and County. The secondary user audience is visitors to San Luis Obispo.

The overall goal for this program is to position SLO Happenings as the go-to resource in San Luis Obispo for all the events and activities in the community.

The priority objectives for the program as determined by the PCC include:

- Target San Luis Obispo County residents including all incorporated cities, San Luis Obispo City, plus Santa Maria.
- Gather and provide a known, reliable and comprehensive source for information on events and activities happening in San Luis Obispo the City to residents and visitors.
- Keep San Luis Obispo City events top of mind with residents and visitors
- Support the local business community in promoting their offerings, activities, and events
- Provide an excellent user experience for the SLO Happenings brand.
- Promote the app to users through social media channels, advertising, and public relations.
- Maintain an active social media presence to promote events and activities in San Luis Obispo.
- Create awareness and ongoing reminders for San Luis Obispo City activities year-round.

Description of Work

The PCC is requesting proposals for the SLO Happenings Promotional Plan and Services to manage the SLO Happenings brand and promotion of the application (app). The PCC is seeking a contractor that specializes in digital branding and social media community management. The contractor's experience may include: online marketing for an app, social campaigns, and user engagement. The contractor will be responsible for creating, managing, and executing a comprehensive annual plan to support the SLO Happenings program branding, marketing, advertising, and digital initiatives.

For the purposes of this proposal, the budget for the development of a promotional plan and its execution may be awarded up to \$28,300 in fiscal year 2015-16 and will be contingent on Council's approval of the Community Promotions program budget within the 2015-17 Financial Plan.

The proposal should be structured into two components:

1. Development of Promotion Plan
2. Execution of Promotion Plan

The initial program metrics of success as determined by the PCC include:

1. Number of app downloads
2. Number of app deletions after download
3. Number of app sessions
4. Number of page views within the app
5. Frequency of app reuse
6. Standard social media stats

The PCC encourages the submission of creative proposals that can accomplish as many of the program objectives as possible within the budget available.

EACH PROPOSAL PACKAGE MUST INCLUDE THE FOLLOWING STATEMENTS AND INFORMATION TO BE CONSIDERED FOR SELECTION:

1. Establish a comprehensive Promotional Plan. The Promotional Plan may include but not limited to the following program components:
 - State the promotional strategy including traditional and social media.
 - State the approach toward most effectively reaching targeted audiences.
 - State the specifics for executing and achieving the above approach (i.e., include a proposed schedule of marketing efforts).
 - State the approach to promote the app to event organizers to submit their activities.
 - Include a budget for the campaign detailing all components.
 - Identify the program manager and key personnel responsible for the campaign.

2. Statement of the proposed workscope for the campaign reporting. The workscope should discuss:
 - How the app metrics of success will be tracked and reported. The metrics for success the PCC would like to capture include:
 1. Number of app downloads
 2. Number of app deletions after download
 3. Number of App sessions
 4. Number of page views within the app
 5. Frequency of app reuse
 - Tracking of campaign social stats
 - Tracking ROI on advertising
 - What additional information, if any will be reported for the program

3. Statement of the proposed approach to the account management. The approach should:
 - Identify the program manager and key personnel responsible for the account.
 - Summarize the approach to representation of the account. At minimum the approach should include:
 - Submittal of a monthly activity report
 - Quarterly in-person presentation of activities
 - Annual in-person presentation of activities

*Attendance at monthly PCC meetings is not required of the contractor.

- Include a budget for the account management fees.
4. Resume of professional experience and samples of previous work.
 5. A list of three professional references, including names and telephone numbers of current clients and scope of project for these clients.
 6. These materials will be retained by the City of San Luis Obispo and will not be returned to the proposer.

Section B

GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all of the terms, and conditions of the Invitation for Bids (IFB) or Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the IFB/RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extensions.** The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

7. **Cooperative Purchasing.** During the term of the contract, the successful bidder will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business and will be directly billed by the successful bidder.
8. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
11. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications. Award of a contract is contingent upon the City Council approving funding as part of the 2015-16 Fiscal Year budget.
12. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business Tax.** The Contractor must have a valid City of San Luis Obispo business tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.

CONTRACT PERFORMANCE

14. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.

17. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
18. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
19. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
20. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
21. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
22. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
23. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Contractor (Net 30).
25. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.

27. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
28. **Hold Harmless and Indemnification.** *The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers that arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.*
29. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
30. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In the event of breach, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date on which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

The City reserves the right to terminate the contract for convenience at any time upon 30 days notice to the Contractor. In the event of termination for convenience, Contractor shall be entitled to the reasonable value of its services performed up to the date of termination set forth in the notice of termination, provided that the Contractor shall in no event be entitled to receive any amount in excess of the compensation quoted in its proposal or for work not authorized by the City from the date of notice of termination to the date for termination of services specified in said notice.

Section C

SPECIAL TERMS AND CONDITIONS

1. **Proposal Content.** Your proposal must include the following information:

Submittal Forms

- a. Proposal Submittal Form
- b. References from a least three clients for whom you have provided similar services.
- c. Statement of Contract Disqualifications

General Information

- d. Description of your approach to completing the work
- e. Experience of your firm in performing similar services
- f. Warranties or guarantees that you would provide to the City regarding your performance in completing the work
- g. Resumes of the individuals that would be assigned to this project
- h. Hourly billing rates for staff to be assigned to this project, if appropriate.
- i. Proposed compensation and payment schedule.
- j. Any other information that would assist us in making this contract award decision

Proposal Length and Copies

- k. Proposals should **not** exceed 20 pages, including attachments and supplemental materials.
- l. 9 hard copies of the proposal and one digital copy must be submitted.

2. **Proposal Evaluation and Selection.** Proposals will be evaluated by a review committee based on the following criteria:

- a. Understanding of the work required by the City
- b. Quality and nature of proposed programs to be implemented for promotional services. (Innovative concepts and alternative approaches are desirable.)
- c. Proposer's experience in advertising services, which may include services to public agencies.
- d. Recent experience in successfully performing similar services
- e. Proposed approach in completing the work
- f. References
- g. Background and related experience of the specific individuals to be assigned to this project
- h. Proposed compensation

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

3. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

Issue RFP	May 7, 2015
Receive proposals	May 28, 2015
Complete proposal evaluation	June 1-6, 2015
Conduct finalist interviews	TBD if necessary – Special Meeting of PCC
Contractor selection by PCC	June 10, 2015
City Council’s Budget Adoption	June 17, 2015
Commence contract	July 1, 2015

4. **Contract Term.** The services identified in these specifications will be used by the City between July 1, 2015 and June 30, 2016. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal. Upon the mutual agreement of both parties, the contract may be extended for up to an additional three, one-year terms.
5. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City, with attached copies of work order forms or detail invoices.
6. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
7. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.
8. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City, and shall be delivered to the City upon demand.
9. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
10. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on this _____ day of _____, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [_____], hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on _____, City requested proposals for SLO Happenings Promotional Plan and Services for the City of San Luis Obispo per Specification No. 91357

WHEREAS, the City's Promotional Coordinating Committee reviewed and evaluated the proposals; and

WHEREAS, in its June regular meeting, recommended that Contractor be commissioned to execute promotional services pursuant to Specification No. 91357; and

WHEREAS, the City accepted the committee's recommendation and the Contractor's proposed services.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date of this Agreement is made and entered, as first written above, until June 30, 2016. By mutual agreement of both parties, the term of this Agreement may be extended three times for an additional one year term.

2. **INCORPORATION BY REFERENCE.** City Specification No. 91357 and Contractor's proposal dated [_____], are hereby incorporated in and made a part of this Agreement.

3. **CITY'S OBLIGATIONS.** For providing services as specified in this Agreement, City will pay and Contractor shall receive therefore compensation in a total sum not to exceed [\$ _____].

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to provide services as described in **Exhibit A** attached hereto and incorporated into this Agreement.

5. **AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Council of the City.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City City Clerk
City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401

Contractor []
[]
[]
[]

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST: CITY OF SAN LUIS OBISPO,
A Municipal Corporation

Anthony J. Mejia, City Clerk

By: _____
Katie Lichtig, City Manager

APPROVED AS TO FORM: CONTRACTOR

Christine Dietrick, City Attorney

By: _____

INSURANCE REQUIREMENTS: Consultant Services

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

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:_____.

Describe fully the last three contracts performed by your firm which demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

