CITY OF PETALUMA

REQUEST FOR PROPOSALS

TO CONDUCT POLLING THAT DETERMINES THE COMMUNITY’S PRIORITIES FOR CITY SERVICES, ALONG WITH VOTER ATTITUDES REGARDING A POTENTIAL REVENUE BALLOT MEASURE

Release Date:  September 4, 2013

Proposal Due:  September 26, 2013

Contact:
Bill Mushallo
Finance Department
City of Petaluma
11 English Street
Petaluma, California  94952
707-778-4323
bmushallo@ci.petaluma.ca.us
Overview of Petaluma

Petaluma is located in southern Sonoma County approximately 40 miles from downtown San Francisco, and is situated on the Highway 101 corridor. The City was incorporated as a general law City by the State legislature on April 12, 1858.

The City operates under a Council-Manager form of government established under a charter election in 1947 and provides the following services; police and fire protection, ambulance service, transit services, parks and recreation, public works, community development, and general administrative services. In addition, the City owns and operates a water and waste water utility, a municipal airport and a marina.

Due to declining sales and property tax revenues, along with increasing retirement and medical costs, recent budget sessions have been challenging. The City has implemented a number of cost-savings measures over the past several years, however, a structural deficit remains in the General Fund. On May 20, 2013 the City adopted a total FY 2013-14 budget of $159 million. The General Fund budget is $35 million. General Fund estimated revenues total $34.1 million, $.9 million less than the budgeted expenditures. If the deficit spending continues at this pace reserves will be exhausted by FY 2015-16. Significant budget reductions that have been implemented since 2008, particularly in the General Fund, are negatively impacting service delivery and the City’s ability to plan for and implement needed infrastructure improvements.

The City Council recognizes the need to increase revenue and now wishes to ascertain whether or not a revenue measure would be successful in Petaluma.

1.0 PROPOSAL REQUIREMENTS

Proposers are required to respond to each required element of this RFP. In addition, proposers are encouraged to identify any supplemental tasks the proposer believes may enhance the project or contribute to a successful and reliable result. The proposal must include all elements listed below in sections 1.1 through 1.6. Each section should be clearly titled and tabbed separately and the submittals should be bound. See Section 4 for additional and specific instructions for submitting a proposal.

1.1 Cover Letter and Introduction

The introduction should provide an overview of the project, including a brief description of your understanding of the services to be provided and your approach to providing a complete array of services. The cover letter shall be signed by an official authorized to bind the proposing entity and shall contain a statement that the proposal is valid for at least ninety (90) days.

1.2 Scope of Services

Proposers must demonstrate an understanding of the comprehensive scope of services to be provided. Describe your approach to the project, including
schedules, staffing, communication and involvement with the City. Identify specific tasks required, and identify personnel who will work on the project, including the tasks performed and their experience in doing such. Specific and expected outcomes should be identified as well.

1.3 Polling Sample and Success Rate
Proposers should clearly describe the process used to ensure demographic and geographic representation during polling. As well, proposers should provide statistical data from which conclusions can be drawn and recommendations made relative to the number of respondents and the effect on the margin of error. Proposers should provide data that demonstrates success rate of past polling endeavors. Statistical data should be included that demonstrates polling results and predictions versus actual results in subsequent elections.

1.4 Timeline and Cost
Proposers should provide optimum timeline, considering a fall 2014 election, and as well, should provide all estimated costs, fees, charges and expected payment schedule.

1.5 Experience, Qualifications and References
Describe the proposed key personnel's qualifications for conducting the work. Provide a brief description of projects where key personnel provided similar services. Provide a statement of similar work previously performed, including at least three references with name of organization, contact person, and telephone number.

1.6 Evidence of Insurance
Proposer must provide proof of adequate professional and liability insurance coverage.

2.0 Scope of Work
The City of Petaluma is seeking assistance from a qualified contractor to;

• Create a survey instrument; and,

• Conduct a resident survey to determine voter priorities regarding city services, and assist in determining voter appetite regarding a potential revenue measure for the 2014 ballot.

It is anticipated the contractor will engage in these activities:

2.1 Design and pre-test a telephone survey instrument; evaluate the potential use of web-based and other possible survey mechanisms to supplement telephone survey efforts.

2.2 Consult with City staff on the design of the questionnaire.
2.3 Provide recommendations pertaining to sample size and composition (residents versus registered voters, bilingual, etc.) in order to assure geographic and demographic representation.

2.4 Measure attitudes of Petaluma voters and residents about the priority of current city services.

2.5 Determine priorities for future city services.

2.6 Conduct a ballot measure feasibility study.

2.7 Test willingness of voters to accept a sales tax, property tax, TOT or other tax increase to maintain levels of service and/or enhanced city services.

2.8 Determine voter preference regarding the following attributes of a potential sales tax increase:
   2.8.1 Rate of increase
   2.8.2 Term of tax increase
   2.8.3 Special or general tax format

2.9 Determine what city services funded by a (sales, property, TOT or other) tax increase generates the most support and the most opposition.

2.10 Conduct a statistical analysis of the data obtained through the survey.

2.11 Deliver a comprehensive report that includes: detailed responses to each survey question; analysis of information; cross tabulation of results; a strategic analysis and recommendation, and other trends or findings of interest.

2.12 Present the results to City Council.

2.13 Provide any other tools or processes that would be useful in understanding current community opinions.

2.14 Perform additional activities suggested by proposer and accepted by City.

3.0 Professional Services Agreement

3.1 A copy of the City's standard format for professional service agreement has been included as Exhibit A. Please review the business terms carefully before submitting a proposal. The proposer should assume no exceptions to this agreement will be accepted and that any consultant submitting a proposal must be prepared to execute this agreement without modification. If a proposer believes that a modification of the Agreement will benefit the City, the proposer can describe such modification in their proposal including a description of the perceived
benefits. There is no obligation on the part of the City to accept such a modification.

4.0 Proposal General Information

4.1 Proposal Organization and Due Date
Brevity is appreciated; however proposals should include all items requested. Proposals shall be bound, tabbed organized and numbered in the order presented in the table below.

<table>
<thead>
<tr>
<th>CONTENT</th>
<th>SECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter and Introduction</td>
<td>Section 1.1</td>
</tr>
<tr>
<td>Scope of Services</td>
<td>Section 1.2</td>
</tr>
<tr>
<td>Polling Sample Size &amp; Success Rate</td>
<td>Section 1.3</td>
</tr>
<tr>
<td>Timeline and Cost</td>
<td>Section 1.4</td>
</tr>
<tr>
<td>Experience, Qualifications &amp; References</td>
<td>Section 1.5</td>
</tr>
<tr>
<td>Evidence of Insurance</td>
<td>Section 1.6</td>
</tr>
</tbody>
</table>

The deadline to submit proposals is Thursday, September 26, 2013 at 4:00 p.m. Please submit five (5) copies to Bill Mushallo, Finance Department, City of Petaluma, 11 English Street, Petaluma, California 94952.

5.0 Evaluation Criteria

5.1 The City of Petaluma will evaluate the proposals based on the following criteria:

5.1.1 Understanding of the scope of work to be performed

5.1.2 Consultant’s methods and procedures

5.1.3 Response to the project scope outlined in this RFP

5.1.4 Qualifications and experience as it relates to the scope of work in this RFP

5.1.5 References and satisfactory record of performance

5.1.6 Project timeline

5.1.7 Project cost

5.2 The City reserves the right to revise this RFP after it has been issued, but prior to the required response date. In the event of a revision an
addendum will be sent to all parties known to have received a copy of the original RFP.

5.3 The City of Petaluma is not responsible for proposals that are delinquent, lost, mismarked, sent to an email address or street address other than that given above, or sent by mail or courier service. The City of Petaluma reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the City of Petaluma.

6.0 Selection Procedure

6.1 The proposal and qualifications will be the primary factors in making the selection. After reviewing proposals, the City may request interviews with one or more candidates. It is anticipated that these interviews will take place between October 9 and 17. Specific terms and final price will be negotiated with the selected firm. A current City of Petaluma business license certificate is also required prior to execution of the professional services agreement.

7.0 Exhibits

<table>
<thead>
<tr>
<th>Exhibit A</th>
<th>Professional Services Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit B-2</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Living Wage Requirements</td>
</tr>
</tbody>
</table>

Questions regarding any aspect of this solicitation should be directed to Bill Mushallo at bmushallo@ci.petaluma.ca.us or 707-778-4323.
THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of ___________, 20__ ("Effective Date”), by and between the City of Petaluma, a municipal corporation and a charter city ("City”) and __ , a __ ("Consultant") (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Consultant shall provide the services as described in and in accordance with the schedule set forth in Exhibit “A” attached hereto and incorporated herein ("Services").

2. **Compensation; Business Tax Certificate.**
   A. For the full performance of the Services as described herein, City shall compensate Consultant in accordance with the rates specified in Exhibit A.
   B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by City, as applicable.
   C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed $____ without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
   D. Notwithstanding any provision herein, Consultant shall not be paid any compensation until such time as Consultant has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
E. City’s obligation to pay compensation to Consultant as provided herein is contingent upon Consultant’s performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.

3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on ____, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City’s documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. **Termination.** City may terminate this Agreement without cause upon ten (10) days’ written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant’s bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.

5. **Consultant’s Representation: Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.

7. **Licenses, Permits, Etc.** Consultant shall, at Consultant’s sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant’s obligations pursuant to this Agreement.

9. **Inspection.** Consultant shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to
inspection and approval by the City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon the City’s request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant’s performance of the Services.

11. **Confidentiality.** In the course of Consultant’s employment, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.

12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Consultants are subject to the requirements, including the disclosure and reporting requirements, of the City’s Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Consultants subject to the City’s Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Consultant agrees to comply fully with all such requirements to the extent they apply to Consultant’s performance of the Services.

13. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant’s profession. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Consultant’s profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.

15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.

16. **Subcontractors.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with...
the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.

17. **Compliance With All Laws.** Consultant shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Consultant’s failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance.

18. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Consultant shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the City’s request Consultant shall promptly provide to the City documents and information verifying Consultant’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement as Exhibit _____, shall be a part of this Agreement for all purposes, and Consultants that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit _____ in accordance with the requirements of the Living Wage Ordinance. Consultant’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City’s termination of this Agreement pursuant to Section 4 hereof.

19. **Discrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

20. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;
(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: 
City Clerk 
City of Petaluma 
Post Office Box 61 
Petaluma, California 94953 
Phone: (707) 778-4360 
Fax: (707) 778-4554 
Email: cityclerk@ci.petaluma.ca.us

And:

Consultant: 

21. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Consultant without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.

22. **Indemnification.** To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.
The Consultant’s obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant’s inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Consultant prior to Consultant’s acceptance of tender, Consultant agrees to fully reimburse all costs, including but not limited to attorney’s fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant’s failure to comply with any of the terms of this Agreement.

Notwithstanding the foregoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2783, as may be amended from time to time, Consultant’s duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Consultant’s duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

23. **Insurance.** Consultant shall comply with the “Insurance Requirements for Consultants” in Exhibit B-____, attached hereto and incorporated herein by reference. [Indicate attached exhibit, e.g., “B-1,” “B-2,” “B-3,” or “B-4.”]

24. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

25. **Litigation.** If litigation ensues which pertains to the subject matter of Consultant’s services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.

26. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
27. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

28. **Non-Waiver.** The City’s failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

29. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

30. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.

31. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

32. **Consultant’s Books and Records.**

   A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

   B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

   C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant’s address indicated for receipt of notices in this Agreement.

   D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant’s business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant’s representatives, or Consultant’s successor in interest.
33. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

34. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination or expiration of this Agreement.

35. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

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

CITY OF PETALUMA

________________________
City Manager

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Attorney

APPROVED:

________________________
Department Director

APPROVED:

________________________
Risk Manager

APPROVED:

________________________
Finance Director

CONSULTANT

By ______________________
Name

________________________
Title

________________________
Address

________________________
City State Zip

________________________
Taxpayer I.D. Number

________________________
Petaluma Business Tax Certificate Number
INSURANCE REQUIREMENTS
EXHIBIT B-2

Consultant’s performance of the Services under this Agreement shall not commence until Consultant shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Consultant, the Consultant’s agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this Agreement and any extension thereof and for twelve additional months following the Agreement termination or expiration.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage:
   a. Personal injury;
   b. Contractual liability.
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability insurance.
5. Such other insurance coverages and limits as may be required by the City.

B. Minimum Limits of Insurance
Consultant 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 Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement 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: Bodily Injury by Accident - $1,000,000 each accident. Bodily Injury by Disease - $1,000,000 policy limit. Bodily Injury by Disease - $1,000,000 each employee.
4. Professional Liability insurance: $1,000,000.
5. Such other insurance coverages and limits as may be required by the City.

C. 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
D. Other Insurance Provisions

The required general liability and automobile 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 Additional Insureds as respects liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

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

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

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

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled 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.

6. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with original endorsements effecting coverage required by this clause. 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 the Services commence.
EXHIBIT C
ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO
CITY OF PETALUMA LIVING WAGE ORDINANCE
PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance (“Ordinance”), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an “Agreement”) between the City of Petaluma (“City”) and/or the Petaluma Community Development Commission (“PCDC”) and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits (“covered entities”).

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.

- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.
SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: _____

________________________________________ Date: ______________________
(Print Name of Covered Entity/Business Capacity)

By ____________________________________________
(Print Name)

/s/ ____________________________________________
(Signature)

Its ____________________________________________
(Title/Capacity of Authorized Signer)
REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR
CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW
OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE
CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL
SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR
COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS
BOARD, WHICH:

• AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE
AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY
DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA
MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND

• HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE
BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND
CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE
COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF
ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE “NONE”:

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: ___________________

Regulatory Agency or Court: ___________________

Subject Matter: ___________________

Resolution, if any: ___________________

Expected resolution, if known: ___________________