



January 20, 2016

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 16-035CA

The City of Corona Administrative Services Department – Purchasing Division (City) invites qualified proposals for:

GEE (Garden Exploration and Education) Mobile Software Application

Parties interested in obtaining a copy of this RFP No. 16-035CA may do so by downloading at no cost from the City's website: <http://www.discovercorona.com/City-Departments/Finance/Current-Bid-Opportunities.aspx> or emailing their request to carolyn.appelt@ci.corona.ca.us, attention Carol Appelt. Please include the following information in your request: name and address of firm; name, telephone and email address of contact person; specify RFP No. 16-035CA.

Copies of the RFP may also be obtained by calling (951) 279-3620, or in person at the City of Corona Administrative Services Department – Purchasing Division, 400 South Vicentia Ave., Suite 215, Corona, CA 92882.

Closing: Proposals shall be submitted at or before 2:00 p.m., February 22, 2016 at the City of Corona Administrative Services Department – Purchasing Division, 400 South Vicentia Ave., Suite 215, Corona, CA 92882. All proposals must be identified with the RFP number written on the outside of the envelope. Proposals received after the Closing will be returned unopened.

Funding for this Project is expected to be provided in full or in part by the National Fish and Wildlife Foundation (NFWF). The successful consultant and all subconsultants shall comply with all applicable federal and state laws, rules, regulations, including but not limited to the Grant Agreement funding requirements and the prohibition against contractors who are debarred from federal contracting. The funding requirements are included in the Special Conditions found in Section IV. Scope of Work of these RFP Documents.

Issuance of this RFP and/or receipt of proposals does not commit City to award a contract.

Signed,

Carol Appelt

Purchasing Specialist IV

City of Corona | Administrative Services Department

400 S. Vicentia Ave., Suite 215 | Corona, CA 92882

☎ Phone: (951) 279-3629 | ✉ Email: carolyn.appelt@ci.corona.ca.us

🌐 Website: www.discovercorona.com



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SECTION I

INVITATION

The City of Corona Administrative Services Department – Purchasing Division (City) invites proposals from qualified consultants for:

GEE (Garden Exploration and Education) Mobile Software Application

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

Tentative RFP Schedule (Subject to change at City's discretion)

| | |
|---|------------------------------|
| 1. Issue RFP | January 20, 2016 |
| 2. Advertise in Sentinel Weekly | January 22, 2016 |
| 3. Written Questions from Consultants Due | February 2, 2016; 4:00 p.m. |
| 4. Responses from City Due | February 8, 2016 |
| 5. Proposals Due (Date & Time) | February 22, 2016; 2:00 p.m. |
| 6. RFP Evaluation Completed | March 1, 2016 |
| 7. Contract Negotiations Completed | March 8, 2016 |
| 8. Consultant Selection | March 14, 2016 |
| 9. Consultant Award | March 14, 2016 |

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SECTION II.

RFP INSTRUCTIONS

A. Pre-Proposal Meeting

Not Applicable

B. Examination of Proposal Documents

1. By submitting a proposal, consultants represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Clarifications

1. Examination of Documents

Should a consultant require clarifications to this RFP, the consultant shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City may issue a written addendum clarifying the matter.

2. Submitting Requests

- a. With the exception of oral questions asked at any pre-proposal meetings, all consultant questions, clarifications or comments shall be submitted in writing and must be received by the City no later than 4:00 p.m., February 2, 2016, and be addressed as follows:

City of Corona
Administrative Services Department – Purchasing Division
Attn: Carol Appelt
400 South Vicentia Ave., Suite 215
Corona, CA 92882

OR

Sent via e-mail to: carolyn.appelt@ci.corona.ca.us

- b. All correspondence shall be clearly marked on the outside in the case of written questions or in the Subject heading in the case of e-mails, with “RFP No. 16-035CA Questions”.
- c. The exterior envelope of all requests for clarifications, questions and comments sent by means other than e-mail must be clearly labeled, “Not an Offer.” The City is not responsible for failure to respond to a request that has not been labeled as such.
- d. Inquiries received after 4:00 p.m., February 2, 2016 will not be accepted. It is the sole responsibility of Consultant to call 951-279-3620 or email carolyn.appelt@ci.corona.ca.us to ensure that all written questions, clarifications, or comments were received by the City.

3. City Responses

Responses from the City will be communicated in writing to all known recipients of this RFP by Addendum via email and posted on the City’s website, no later than 72 hours prior to the proposal Due Date and Time. It is the responsibility of Consultant to make sure they have received all addenda prior to submitting their proposal.

E. Submission of Proposals

1. Date and Time

All proposals are to be submitted to City of Corona Administrative Services Department – Purchasing Division, Attention: Carol Appelt, no later than 2:00 p.m., February 22, 2016. Proposals received after that date and time will be rejected by the City as non-responsive and returned unopened.

2. Address

Proposals shall be addressed as follows:

**400 South Vicentia Ave., 215
Corona, CA 92882.**

Proposals shall not be sent via e-mail or fax.

Consultant shall submit a proposal package consisting of:

- The proposal package shall be addressed as shown above, bearing the Consultant's name and address and clearly marked as follows:

“RFP No. 16-035CA:

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

- RFP No. 16-035CA Section II. "RFP Instructions - Pg 3 of 5
GEE (Garden Exploration and Education) Mobile Software Application
Rev (11/10/2014)

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

G. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

H. Acceptance of Order

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

All work, including the mobile application developed by the selected consultant and any associated software, is a “work for hire” and shall be owned by the City. By executing the Professional Services Agreement, Consultant will convey all rights and title to the mobile application developed by the selected consultant and any associated software.

I. City of Corona Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. Inquiries regarding the City Business License may be answered by calling (951) 736-2275. The Business License is not a prerequisite for submission of a proposal.

J. Prevailing Wage

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

K. Insurance Requirements

Participants in this RFP are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq.

prior to submission of a Proposal to make sure that the requirements can be met by their firm.

L. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which Consultant considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by consultant. The City of Corona will use its best efforts to inform consultant of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the consultant considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a consultant's proposal marked "Confidential", "Proprietary", or "Trade Secret", consultant shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, consultants are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential, "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

SECTION III.

EVALUATION AND AWARD

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

A. EVALUATION CRITERIA

1. Qualifications of Firm - 30%

Strength and stability of the firm; strength, stability, experience and technical competence of sub-consultants; logic of project organization; adequacy of labor commitment.

2. Qualifications of Personnel - 20%

Qualifications, education and experience of project staff; key personnel's level of involvement in performing related work.

3. Related Experience - 30%

Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.

4. Completeness of Response - 10%

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements; inclusion of required licenses and certifications.

5. Reasonableness of Cost and Price - 10%

Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following: generate a “short list” and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates’ places of business; conduct negotiations with the most qualified candidate(s). Consultants should be aware, however, that award may be made without consultant visits, interviews, or further discussions or negotiations.

C. AWARD

Consultants shall provide cost proposal(s) as described in Section V. (A)(3)(e). Negotiations may or may not be conducted with Consultants; therefore, the proposal and cost proposal submitted should contain Consultant’s most favorable terms and conditions, since the selection and award may be made without discussion with any Consultant. If deemed necessary, negotiations will be initiated with the highest ranked Consultant. Should the City be unable to negotiate a satisfactory contract with the highest ranked Consultant, the City retains the right to terminate negotiations with the highest ranked Consultant and open negotiations with the next highest ranked Consultant.

Depending on the dollar amounts of the proposals received, City staff will either select consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

SECTION IV.

SCOPE OF WORK

Purpose.

The City of Corona Department of Water and Power (City) will be constructing a water-wise Demonstration Garden at the City's Public Library. The Library is located at 650 S. Main Street. The purpose of the Demonstration Garden is to provide residents and visitors with information on water-wise landscape alternatives to high water use turf. The City received a grant to help provide information to garden visitors. The grant includes funds to create an educational mobile app for the demonstration garden, as well as work to create videos about the garden with the assistance of local high school students, install interpretive signage at the garden, and conduct water-wise landscaping classes at the garden.

A copy of the Demonstration Garden Plans are provided as a reference document only in Appendix "A".

All work, including the mobile application developed by the selected consultant and any associated software, is a "work for hire" and shall be owned by the City. By executing the Professional Services Agreement, Consultant will convey all rights and title to the mobile application developed by the selected consultant and any associated software.

The mobile application is titled GEE (Garden Exploration and Education). The minimum content requirements for the mobile application include:

- A. The layout of the garden in the form of a map.
- B. The ability to click on different sections of the garden to see information about everything in the area including:
 - a. flowers, shrubs, and trees
 - i. soil types
 - ii. water and sun requirements
 - iii. installation information
 - iv. maintenance
 - b. efficient irrigation practices
 - i. drip irrigation
 - ii. irrigation controllers
 - iii. rain sensors
 - iv. soil sensors
 - c. water conservation tips
 - d. links for student-produced educational videos
 - e. links to volunteer opportunities at the garden and City of Corona Public Library
 - f. links to other city news and events
- C. City of Corona and Department of Water and Power contact information

Quick Response (QR) codes will be located on signs in the garden and printed flyers, and will provide visitors with a website where they can download the mobile app at no cost.

1. Technical Requirements.

Operating System: The mobile software application shall be designed to work on both iOS and Android platforms, on both smartphones and tablet devices.

Scalability: The City already has a demonstration garden located at City Hall. The app design should be flexible enough to allow for expansion to include the City Hall and any other future gardens.

Licensing: All work, including development of the software, is considered “work for hire” and will be owned by the City. Ongoing maintenance may be provided through a software development agreement.

Maintenance: Costs for ongoing support and maintenance shall be included in the proposal.

2. Project Kick-Off Meeting and Goals.

A project kick-off meeting will be conducted, either in person or by WebEx, to discuss the scope of the project, content, define roles and responsibilities, timelines and provide a list of needed data. The app’s look and feel will also be discussed at the initial meeting. The communication process and/or platform for the project will also be discussed, as well as setting up regular meetings to ensure the project is on track and proceeding.

Deliverables:

1. A timeline for the project, along with key milestones and assigned duties for all project participants.
2. A formalized statement of work for the project summarizing the items discussed at kick-off.
3. Calendar appointments for agreed upon regular meeting date and time for the duration of the project.

3. Design Scheme Mockups and Data Flow Diagram.

Upon approval of the Project Kick-Off Meeting and Goals deliverables, design mock-ups and a data flow diagram will be created. There should be at minimum three different design style options to choose from. Designs shall include branding elements, creative elements, images, backgrounds, a color scheme, and an overall look and feel.

The designs and data flow diagram will be presented in a meeting, either in person or via WebEx, to discuss the designs, desired elements and data flow. Results of the meeting will be used to finalize a design scheme for the mobile app.

Deliverables:

1. An approved design scheme for the new GEE mobile app.
2. An approved data flow diagram that provides the flow that the end user can take using the app, with references to and descriptions of the data that they will see.

4. Prototype Development and Administration Configuration.

Based upon the approved design scheme and data flow diagram, an interactive prototype will be developed. The prototype will allow test users to experience the mobile app as the end user would. In addition, if there is any type of administrative console for the application, the security roles and responsibilities will be discussed and documented during this phase. After a period of time for testing, an in-person or WebEx meeting will be scheduled to go over comments and experiences based on the prototype.

Deliverables:

1. A clickable, interactive prototype that allows testers to experience the app as an end user.
2. A list of refinements for the mobile app based on test user experiences.
3. A list of security roles and responsibilities, if necessary, for administration of the mobile app.

5. Final Application and App Store Submission.

Utilizing the feedback received from the prototype testing phase, a final application will be developed. Any items identified during the prototype development shall be implemented in the final application. The final application will be distributed to the City for final testing. Once the City has provided written approval of the mobile app, the app will be verified and made available through all appropriate app stores.

Deliverables:

1. A free mobile GEE app published in appropriate iOS and Android app stores.

SPECIAL CONDITIONS:

Funding for this Project is expected to be provided in full or in part by the National Fish and Wildlife Foundation (NFWF). The Consultant and all subconsultants shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, and requirements of the Grant Agreement between the NFWF and the City. The Grant Agreement is included as Appendix "B" and is incorporated herein by reference.

While it shall be Consultant's sole responsibility to research and ensure compliance with all requirements of the Grant Agreement, such requirements include, but are not limited to:

A. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

All Consultants and subconsultants must maintain current registrations in the SAM registry (<https://www.sam.gov/portal/public/SAM/#1>). SAM is the new U.S. Government procurement system that consolidated the capabilities of the Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certification Application (ORCA), and the Excluded Parties List System (EPLS). A Dun & Bradstreet Data Universal Numbering System (DUNS) number (<http://fedgov.dnb.com/webform>) is one of the requirements for registration in SAM.

Failure to submit the SAM/DUNS Number Form set forth in Section V, Proposal Content and Forms, of these RFP Documents may result in rejection of the proposal as non-responsive.

B. DEBARMENT AND SUSPENSION OF CONSULTANTS AND SUBCONSULTANTS

Executive Order s12549 and 12689, (Debarment and Suspension), are incorporated herein by reference. Consultant shall not contract or subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs in accordance with Executive Orders 12549 and 12689 (Debarment and Suspension

Suspension and debarment information can be accessed at <http://www.sam.gov>. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under the contract. Consultant acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of the contract, or pursuance of legal remedies, including suspension and debarment.

Failure to submit the Debarment and Suspension of Contractors and Subcontractors Form set forth in Section V, Proposal Content and Forms of these RFP Documents may result in rejection of the proposal as non-responsive.

C. SUBCONTRACTOR LOBBYING

Lobbying certification requirements set forth below, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

These Anti-Lobbying certification requirements are hereby incorporated into the contract between the City and the Consultant awarded the contract and shall be incorporated by the Consultant into award documents between the Consultant and any subconsultants for all subawards at all tiers (including subcontracts subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Failure to submit the Lobbying Certification set forth in Section V, Proposal Content and Forms of these RFP Documents may result in rejection of the proposal as non-responsive.

D. DISCLAIMERS

Payments made to the Successful Consultant under the Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the City through the Grant Agreement, including the U.S. Government, for the Project. All information submitted for publication or other public releases of information regarding the Grant Agreement shall carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or the National Fish and Wildlife Foundation.”

F. COPELAND “ANTI-KICKBACK ACT”

The Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by the Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) are incorporated herein by reference.

G. RIGHTS TO INVENTIONS

Rights to Inventions, 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, is incorporated herein by reference. The Successful Consultant shall abide by the City's requirements and the provisions of 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements and any implementing regulations issued by the Federal agency(ies) that provide funds for the Grant Agreement.

H. PUBLICITY AND ACKNOWLEDGEMENT OF SUPPORT

The Successful Consultant agrees to give appropriate credit to NFWF, the City and any Funding Sources identified in the Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding the Grant Agreement or any of the project deliverables associated with the Grant Agreement. The Successful Consultant must obtain

prior City and NFWF approval for the use of the NFWF logo or the logo of any Funding Source on any public information releases concerning this contract.

SECTION V.

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be typed, double spaced, single-sided and submitted on 8-1/2" x 11" size paper, and bound with one staple. **Any other means of binding is highly discouraged.** Proposals should not include any plastic or oversized covers or binders, nor any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed twenty five (25) pages in length, excluding any appendices.

2. Letter of Transmittal

A Letter of Transmittal shall be included with the proposal, addressed to Carol Appelt, and must, at a minimum, contain the following:

- a. identification of consultant, including name, address, telephone number, and email address;
- b. proposed working relationship between consultant and subcontractors, if applicable;
- c. acknowledgment of receipt of all RFP addenda, if any;
- d. name, title, address, telephone number, and email address of consultant's contact person during period of proposal evaluation;
- e. a statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind consultant to the terms of the proposal.

3. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of consultant to satisfactorily perform the required work by reasons of: experience in

performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Consultant shall:

- (1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede consultant's ability to complete the project;
- (3) describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) identify sub-consultants by company name, address, contact person, telephone number and project function and describe consultant's experience working with each sub-consultant; and
- (5) provide, at a minimum, three references from the projects cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the qualifications of the proposed project staff.

Consultant shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel;

- (3) identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work;
- (4) indicate adequacy of labor hours;
- (5) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and
- (6) include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

c. Work Plan

Consultant shall provide a narrative which addresses the Scope of Work and shows consultant’s understanding of the City’s needs and requirements.

Consultant shall:

- (1) describe the approach to completing the tasks specified in the Scope of Work;
- (2) outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them;
- (3) furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date; and
- (4) identify methods that consultant will use to ensure quality control as well as budget and schedule control.

Consultant may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP and the terms and conditions of the Form of Agreement, segregating “technical” exceptions from “contractual” exceptions. Where consultant wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these should be thoroughly explained. The City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. Consultant shall be bound to accept all RFP requirements

and terms and conditions of the Form of Agreement not excepted in the proposal.

e. **Fee Proposal**

Cost proposals are requested from all Consultants submitting proposals. After ranking of the Consultants by qualifications, the City will review the cost proposal and begin negotiations with the most qualified Consultant. If agreement cannot be reached, then negotiations proceed to the next most qualified Consultant. The goal of the negotiation is to agree on a final contract that delivers the services or products requested at a fair and reasonable cost to the City.

4. **Appendices**

Information considered by consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

B. **LICENSING AND CERTIFICATION REQUIREMENTS**

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance* in performing under the scope and specifications of this RFP are currently held by consultant, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

*The successful consultant(s) and its sub-consultants are each required to obtain a City of Corona Business License prior to award of Agreement. The Business License is not required for submission of a proposal.

C. **COST AND PRICE FORMS**

Consultant shall complete the Price Form in its entirety, including consultant's identification information, a binding signature and provide the following in a separate sealed envelope: 1) a copy of consultant's hourly rate schedule and an hourly cost breakdown by task; and 2) a total maximum not-to-exceed fee for each task for all services to be rendered and all materials to be furnished.

Consultant shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 45 Days". If discount terms are offered, non-discounted payment terms shall remain "Net 45 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and

complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

D. NON-COLLUSION DECLARATION

Consultant shall complete and sign the Non-Collusion Declaration on the following pages and submit with proposal. The Non-Collusion Declaration shall be notarized.

PARTY SUBMITTING PROPOSAL: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT, NOTARIZED AND SUBMITTED WITH
CONSULTANT'S PROPOSAL)**

The undersigned declares:

I am the _____, [title] of _____
_____ [consultant, the party making the forgoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The consultant has not directly or indirectly induced or solicited any other consultant to put in a false or sham proposal. The consultant has not directly or indirectly colluded, conspired, plotted, or agreed with any consultant or anyone else to put in a sham proposal, or to refrain from proposing. The consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the consultant or any other consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other consultant. All statements contained in the proposal are true. The consultant has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS OF THE
CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT**

(To be Completed and Submitted with Consultant's Proposal)

This is to acknowledge that we have read the City's Professional Services Agreement and will sign the Agreement for the City's RFP No. 16-035CA.

Please check one:

☐ As presented without exceptions

☐ Exceptions as noted:

Firm Name (Print)

(Print name and title of person signing for firm)

Signature

Date

**SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION
AND DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**

(SAM/DUNS Number Form)

Consultants must maintain current registrations in the System for Award Management registry (<https://www.sam.gov/portal/public/SAM/#1>). A Dun and Bradstreet Data Universal Numbering System number is required (<http://fedgov.dnb.com/webform>). The successful consultant, and each of its subconsultants or subcontractors must be registered with SAM prior to award of contract.

| | |
|--|------------------|
| Registered in System for Award Management (SAM)? | Yes ____ No ____ |
| What is your firm's Dun & Bradstreet number (DUNS number)? _____ | |

THIS FORM TO BE COMPLETED AND SUBMITTED WITH CONSULTANT’S PROPOSAL

DEBARMENT AND SUSPENSION OF CONTRACTORS AND SUBCONTRACTORS

(FORM TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)

Pursuant to Executive Order 12549, "Debarment and Suspension", 2 CFR Part 180; 2 CFR Part 1532, the City shall not contract or subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension". Furthermore, the City shall not contract or subcontract with any individual or organization on the USEPA's List of Violating Facilities (40 CFR, Part 31.35, Gov. Code 4477).

Consultant hereby certifies, to the best of its knowledge and belief, that he/she or any other person associated therewith in the capacity of principal, owner, partner, director, officer or manager or the Consultant's company:

- (a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) has not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) has not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

By submitting a proposal, Consultant agrees to include this certification, without modification, in all lower tier contracts.

Consultant acknowledges that failure to disclose the information as required or if Consultant knowingly submits an erroneous certification, may result in the termination of the contract for cause or default, or pursuance of legal remedies including suspension and debarment.

Signature

Typed or Printed Name

Title

Party Submitting Proposal

LOBBYING CERTIFICATION

(TO BE COMPLETED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)

Consultant agrees, to the best of his or her knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

By submitting a proposal, Consultant agrees to include this certification, without modification, in all lower tier contracts.

Consultant acknowledges that failure to disclose the information required, or if Consultant knowingly submits an erroneous certification, may result in the termination of the contract for cause or default, or pursuance of legal remedies including suspension and debarment.

Signature

Typed or Printed Name

Title

Party Submitting Proposal

SECTION VI.

PRICE FORM

(To be submitted in a sealed envelope separate from proposal documents and marked
“Price Form”)

REQUEST FOR PROPOSALS: RFP No. 16-035CA

DESCRIPTION OF WORK: **GEE (GARDEN EXPLORATION EDUCATION) MOBILE
SOFTWARE APPLICATION**

CONSULTANT’S NAME/ADDRESS: _____

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE _____

Please provide the following in a separate, sealed envelope:

1. A copy of Consultant’s hourly rate schedule and an hourly cost breakdown by task.
2. A total “Maximum Not-to-Exceed” fee for each task for all services to be rendered and all materials to be furnished.

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No
(circle one). If you answered "No", please explain: _____

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Cash discount allowable _____% _____ days. Unless otherwise stated, payment terms are: Net
forty-five (45) days.

In signing this proposal, Consultant warrants that all certifications and documents requested
herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all
Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

EMAIL: _____

SECTION VII.

Form of Agreement

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [***INSERT NAME***]
DESIGN, DEVELOPMENT AND CONVEYANCE OF MOBILE APPLICATION
GEE (GARDEN EXPLORATION AND EDUCATION) MOBILE SOFTWARE
APPLICATION**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Mobile Application Design and Development** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **GEE (Garden Exploration and Education) Mobile Software Application Project** (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Mobile Application Design and Development** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. Services shall include, but shall not be limited to, the design, development, testing, implementation and updating of custom mobile application (“App”). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations. All work, including the App, is considered “Work for Hire” and shall be owned by the City.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE***** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”).

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other

amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.2.1 App Testing and Acceptance. Consultant shall notify the City when the configuration and installation of the App has been completed and the App is ready for testing. Consultant and City shall mutually agree on an appropriate test protocol and data set for use in testing that the App is fully operational and performing in substantial conformity with the minimum requirements, functionality, features and specifications set forth in Exhibit "A". In the event that testing demonstrates that there is a material deviation of the App from the foregoing, Consultant shall remedy such deviation and thereafter the App will be tested again pursuant to the requirements of this Section 3.2.2.1. Upon confirmation that the App is performing as required herein, City shall provide Consultant with a notice of acceptance of the App certifying that acceptance of the App has occurred.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: *****INSERT NAMES*****.

3.2.5 City's Representative. The City hereby designates **Jonathan Daly, General Manager**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs

any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of

the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(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 general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/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; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services, work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days' notice of cancellation endorsement is not available, Consultant shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Consultant; and (B) 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 directors, officials, officers, employees, agents, and volunteers. Consultant's failure to either obtain an endorsement providing thirty (30) days' prior written notice of cancellation or to forward the City any notice of cancellation issued to Consultant shall be considered breach of contract.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before any Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) ("Total Compensation"), without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate,

through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data. This Agreement conveys all rights for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, the App, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be owned by and shall remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this

retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Intellectual Property Rights. The Consultant represents and warrants: (A) that it has full right, authority and power to enter into this Agreement and to grant to the City the rights conveyed by this Agreement, including without limitation, rights to the App; and (B) that the App is an original work of authorship and does not infringe the intellectual property rights of others. In the event there is a third party claim alleging that City's use or ownership of the App in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Consultant shall, at its expense, defend City and pay any final judgment against City or settlement agreed to by Consultant on City's behalf; provided that City promptly notifies Consultant of any such claim or proceeding and shall give Consultant full and complete authority, information, and assistance to defend such claim or proceeding. Consultant shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the City's use of the App is finally held to be infringing or Consultant deems that it may be held to be infringing, Consultant shall, at Consultant's election: (1) procure for the City the right to continue to own and use the App; or (2) modify or replace the App so that it becomes non-infringing.

Consultant shall have no liability hereunder for any claim of infringement which arises as a result of a modification of the App by City without the prior written consent of Consultant.

3.5.3 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.4 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or

liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.5 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.6 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
Department of Water and Power
755 Public Safety Way
Corona, CA 92880
Attn: Jonathan Daly, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to

the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification and Warranty.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.2.3 Warranty. For the term of this Agreement ("Warranty Period"), Consultant warrants to City that the App shall operate in substantial conformity with the specifications set forth in this Agreement and shall comply with the minimum requirements, functionality, features and specifications set forth in Exhibit "A". Consultant further warrants that the Services shall be provided in a professional and competent manner and that all work product as a result of the Services shall be free of material defects. Consultant further warrants that the App and any update t the App shall not contain any malware or other malicious code. Consultant does not warrant that the App is error free, provided, however, that Consultant shall correct, at

no charge, any nonconformity of the App with the warranty contained in this Section 3.6.2.3 of which it receives notice during the Warranty Period. City's sole recourse in the event the App does not conform to the applicable documentation is the repair and replacement of the App. The warranty shall not apply to the extent that any error or failure of the App to operate properly is the result of any change or modification of the App by City or any third party. Examples of such changes or modifications, include, but are not limited to, data modifications from third party App (unless Consultant has represented that the App is compatible with and can properly interface with such third party software), the decompiling and modifying of the source code, and tampering with the base set up of the system.

The Consultant covenants that it will correct any non-conformity of the App and Services with the warranty set forth above which is reported in writing to the Consultant during the Warranty Period and which is necessary for the App to conform to this Agreement. The City agrees to allow the Consultant a reasonable opportunity to correct programming errors or malfunctions as warranted in this Agreement. Consultant agrees that program malfunctions that result in an inoperable system resulting in a financial impact to the City, or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicable using its most experienced and knowledgeable resources. The Consultant will strive to have any and all malfunctions resolved within no more than two (2) days.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.6.18 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and

incorporated herein by reference (“Federal Requirements”). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
DESIGN, DEVELOPMENT AND CONVEYANCE OF MOBILE APPLICATION
GEE (GARDEN EXPLORATION AND EDUCATION) MOBILE SOFTWARE
APPLICATION

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____

[***INSERT NAME***]
[***INSERT TITLE***]

Approved as to Form:

[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
DESIGN, DEVELOPMENT AND CONVEYANCE OF MOBILE APPLICATION
GEE (GARDEN EXPLORATION AND EDUCATION) MOBILE SOFTWARE
APPLICATION

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONSULTANT***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

**EXHIBIT “A”
SCOPE OF SERVICES**

*****INSERT SCOPE*****

**EXHIBIT “B”
SCHEDULE OF SERVICES**

*****INSERT SCHEDULE*****

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]**

**EXHIBIT “D”
FEDERAL REQUIREMENTS**

[*INSERT ALL FORMS, PROVISIONS AND OTHER REQUIREMENTS
OF THE FEDERAL FUNDING SOURCE***]**