

City of Lodi

REQUEST FOR PROPOSALS

PRINT, INSERT AND MAIL SERVICES

Response Due Date & Time

FRIDAY, August 12, 2016

3:00 p.m. (PDT)

Registration of Intent to Submit Responses
must be emailed to
jayers@lodi.gov

SUBMIT RESPONSES TO:
Mr. Jordan Ayers
Deputy City Manager/Internal Services Director
City of Lodi
310 W. Elm Street
Lodi, CA 95240
jayers@lodi.gov

BACKGROUND/CURRENT SYSTEMS

RESPONSE PURPOSE

The City of Lodi is requesting proposals for print, insert and mail services. The primary user of these services will be utility billing, although other City services will be able to access the vendor for similar services.

THE CITY OF LODI

The City of Lodi is located in the Central Valley of California. It has a population of approximately 63,000 and is a full-service city providing a variety of services (including community development, police, fire, public works, engineering, water, wastewater, electric, parks and recreation, library and general government activities). The City has approximately 390 full-time employees and an equal number of part-time employees with a total annual budget of approximately \$193 million (\$48 million General Fund).

CURRENT PROCESS

The City currently prints all utility bills and notices in-house each business day. Billing services operates on a schedule with every other Friday off. Notices include a 10-day shut off notice printed on yellow paper and a 48-hour shut off notice printed on pink paper. Printed volumes average 2,500 pages per day for regular and final utility bills, 160 10-day notices each day and 100 48-hour notices daily. The current mailing vendor (Pre-Sort) picks up and sorts, folds, inserts and mails all documents daily. All items are to be mailed on the same day they are picked up. The current vendor also assists with design and printing of stuffers that are occasionally included with the utility bills. The City also has stuffers printed by third-party vendors and delivered to Pre-Sort for inclusion with utility bills. The City is implementing Tyler Technologies MUNIS Utility Billing and expects to go live on that product on September 26, 2016.

PROPOSAL SCOPE: The City is seeking a provider with the ability to print, fold, insert and mail all utility bills and notices for the City. The selected vendor will also be required to occasionally provide design and print services for billing inserts. While the daily volume will fluctuate based upon the number of accounts in each billing cycle and number of accounts in the collection process on any given day, the average volumes are noted in the CURRENT PROCESS section of this RFP above.

Bills are to be printed in black and white (no color) on 8 ½ by 11 inch white paper with a bottom 1/3 page perforation remittance advice tear stub. Notices are to be printed on yellow paper (10-day notice) or pink paper (48-hour notice). Notices are printed on paper with a bottom 1/3 page perforation remittance advice tear stub. Bills are to be mailed in a #10 single window (left side) envelope along with a #9 single window (left side) return envelope. Notices are to be mailed in a #10 single window (left side) envelope along with a #9 window (left side) return envelope. Vendor will be required to obtain and warehouse all paper products.

City will provide 4 files each business day: a regular bill file, a final bill file, a 10-day notice file and a 48-hour notice file. Vendor will need to provide a secure method/site for City to upload these files. Each file will consist of **PDF** images of all bills or notices that are to be printed. Vendor will need to parse the images to print individual bills/notices. The City logo appears on the first page of each bill/notice and could be used as the key to determine when each new bill/notice starts in the file. Multiple page bills will only have the City logo on the first page. File size is not expected to exceed 200MB. Samples of bills/notices are attached as Exhibit D.

Most utility bills will be 2 to 3 pages and are expected to be mailed in a #10 window envelope. Some bills may be up to 25 pages and are expected to be mailed in an appropriately sized envelope and metered first-class separately. These bills only require a single return envelope.

Notices are a single page and are to be mailed in a #10 window envelope.

Vendor will be required to print, fold, insert and mail all bills/notices on day of receipt. Delivery of mail to the post office is the responsibility of the vendor. Vendor must provide daily confirmation of delivery and City should be able to verify proof of delivery to USPS on an as-needed basis.

Postage costs will be passed directly to the City without any "mark-up" based upon current postal rates. Vendor is expected to sort and package mail such that the City receives the lowest possible postage rate.

Vendor will be required to meet USPS postal coding and sorting requirements, including return address, NCOALink or ACS, and mail forwarding/address verification.

Vendor must be able to provide invoices to the City that separately detail bill printing costs, notice printing costs, paper supply costs, postage costs, and insert design and printing services. City would prefer that invoices be paid by city credit card.

Vendor's primary site for operations must be in California. Vendor must be able to perform services from an alternate site in the event of a disaster at the primary site to prevent any disruption of services to the City. Vendor will notify City immediately in the event that an alternate site must be used.

Vendor is responsible for the security of the City's customer data and agrees not to compromise, sell or share this data. Customer information will be treated as confidential and will not be released to any outside party without City approval. City retains all rights to the data.

City is expecting to go live with its new billing system on September 26, 2016. Services awarded under this RFP would begin on that date.

City expects to enter a contract for 5 years with a City option to extend for up to 3 additional years, for a maximum contract period of 8 years.

SUBMISSION AND REVIEW

REGISTRATION OF INTENT TO SUBMIT RESPONSE

Each vendor who plans to submit a completed response must register this intent with the City of Lodi. This registration will allow the City to notify all vendors of any changes, questions, concerns and any other matters related to this RFP.

The following registration information must be e-mailed to jayers@lodi.gov with the Subject Line of 'Print, Insert, Mail Services Registration':

1. Name of Business/Company
2. Address of Business/Company
3. Name of Contact at Business/Company
4. Telephone number of Contact at Business/Company
5. Email Address of Contact at Business/Company

Failure to register promptly may result in vendor being disqualified as well as not being informed of changes, questions and concerns related to this RFP.

PREPARATION OF RESPONSES

All responses to the questions in the attached exhibit must be answered fully and must be able to be substantiated by the vendor. Each response shall be signed by an individual who has authority to obligate the company.

1. KEY DATES*

| Event | Tentative Date* |
|---|-----------------------------|
| RFP Issuance | July 25, 2016 |
| Registration of Intent to Submit Response | August 1, 2016 |
| Vendor Questions Due | August 1, 2016 |
| Responses to Vendor Questions Provided | August 4, 2016 |
| Vendor Responses Due | August 12, 2016 3:00 PM PDT |
| Review of Submissions | August 15-19, 2016 |
| Council Approval | September 7, 2016 |

* Dates subject to change

2. SUBMISSION OF RESPONSES:

- A. An original and (4) copies, of the response along with a CD or thumb drive containing the executive summary and responses to the RFP questions shall be enclosed in a sealed envelope clearly marked "Responses for City of Lodi Print, Insert and Mail Services" and addressed as noted below.

Responses must be received in the office of the City Contact no later than 3:00 P.M. Pacific Daylight Time, Friday, August 12, 2016. Late responses will not be considered.

Mailing Address:

City of Lodi
Jordan Ayers
Deputy City Manager/Internal Services Director
310 W. Elm Street
Lodi, CA 95240

It is anticipated that the vendors may be required to make one or more appearances at City meetings to answer questions and present results.

B. E-mail and facsimile responses will not be considered. Vendors shall have sole responsibility for delivery of responses on time and to the proper location.

C. Page Limits:

- a. Executive Summary – 3 pages maximum
- b. Q & A – 30 pages maximum
- c. Font size no less than 11 point

3. ADDENDA: City will post any addenda on City's website and notify properly registered vendors of such postings. Vendor shall be responsible for ensuring that all addenda are included in its response.

4. REJECTION OF RESPONSES: The City may reject a response if:

1. The vendor fails to register an intent to submit response, or if
2. The vendor fails to acknowledge receipt of an addendum, or if
3. The vendor misstates or conceals any material fact in the response.

The City may, however, reject any and all responses whenever it is deemed in the best interest of the City to do so. The City may also waive any minor informalities or irregularities in any response.

6. VENDOR QUESTIONS: Any questions about this RFP shall be submitted in writing to Jordan Ayers at jayers@lodi.gov on or before August 1, 2016 at 3:00 P.M. PDT. City will post written responses to questions and deliver same to registered vendors no later than August 4, 2016. Any addenda necessary as a result of questions or clarifications will be posted and delivered to all registered vendors no later than August 4, 2016. From the date of the issuance of this RFP until a firm is selected and announced, firms are not allowed to communicate for any reason with any City employee other than the individual listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision.

7. PUBLIC RECORDS LAW: Pursuant to California Government Code Section 6250, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted responses are subject to this code section.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure unless otherwise publicly available. Data processing software obtained under a licensing agreement that prohibits its disclosure is also exempt.

SPECIAL CONDITIONS

1. DELIVERY OF RESPONSES: Each response must be received by the date and time set for closing receipt of responses. The envelope shall be identified as “**RESPONSES FOR CITY OF LODI PRINT, INSERT AND MAIL SERVICES**”; the envelope must also show the name of the vendor, and the date and time of closing.

Note: Any deviation from this requirement may result in the response being considered non-responsive, thus eliminating the company from further consideration.

The City cautions vendors to assure actual delivery of mailed or hand-delivered responses directly to the address noted earlier by the established deadline. A response received by the City after the established deadline will be returned, unopened, to the vendor.

2. RESPONSE COSTS: Those submitting responses do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting responses, providing additional information when requested by the City, or for participating in any selection interviews.

3. ACCEPTANCE: Submission of any response indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the response.

4. REJECTION: The City reserves the right to reject any and all responses, in whole or in part, to waive any and all informalities, and to disregard all nonconforming, non-responsive or conditional responses.

RESPONSE FORMAT

RESPONSE FORMAT: In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their responses in accordance with the instructions outlined in this section. Each vendor is required to submit the responses in a sealed package. Vendors whose responses deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City.

Responses should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. The responses should be organized into the following major sections:

| Section | Title |
|---------|------------------------|
| | Title Page |
| | Letter of Transmittal |
| | Table of Contents |
| 1.0 | Executive Summary |
| 2.0 | Responses to Questions |
| 3.0 | Pricing Table |
| 4.0 | Client References |
| 5.0 | Sample Contract |
| 6.0 | Insurance Certificates |

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

1. EXECUTIVE SUMMARY: (3 page maximum) This part of the response to the RFP should be limited to a brief narrative highlighting the vendor's responses. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

2. RESPONSES TO QUESTIONS: (30 page maximum) The vendor must include comprehensive answers to the attached Required Questions (Exhibit A), which may include tables, charts, etc. Answers must be concise, but offer enough detail that City staff will understand.

3. PRICING TABLE: The vendor should complete and return the Pricing Table that is attached as Exhibit B.

4. CLIENT REFERENCES: Vendors should provide a list of at least five (5) local government references, three (3) of which must be in California. Reference data must include Customer Name, Contact individual, Telephone number, email address, description of services provided, and length of time as a customer.

5. SAMPLE CONTRACT: The selected vendor will be expected to sign the City's Professional Services Agreement. A copy is attached as Exhibit C. Please note any requested modifications to the City's sample agreement. If no modifications are requested, please include a statement to that effect.

6. INSURANCE CERTIFICATES: The City will require that the selected vendor maintain insurances, and provide certificates of insurance to the City, throughout the entirety of the contract. Insurance requirements are included as Exhibit C to the sample contract noted above. Please include current insurance certificates showing current insurance coverages. Vendors do not need to add the City as an additional insured prior to award of contract.

7. ADDENDA: If revisions become necessary, the City will provide written addenda to all vendors who have registered as vendors for this RFP. All addenda issued by the City must be so noted on any responses that are submitted to the City.

EVALUATION OF RESPONSES

1. EVALUATION METHOD: The City will evaluate all submissions deemed responsive to this request for proposals. Discussions and negotiations may take place with the preferred vendor(s) to ensure clarification and to obtain a best and final offer.

The City will review responses and rate them based on the ability of the vendor to meet the City's needs.

EXHIBIT A – REQUIRED QUESTIONS

1. Provide a brief description of your business and the length of time you have been providing the services requested in this RFP.
2. Describe your proposed file transfer process, including what security protocols will be in place. What notifications will be provided to City to confirm receipt of files?
3. Describe the process to be followed by vendor and City in the event of a file transfer failure.
4. Describe your security procedures to ensure that City's customer data is secure at all times.
5. Confirm that vendor will be able to mail all bills/notices on the same business day as receipt. What time limits will vendor impose on City to meet this requirement?
6. Describe the form of confirmation that vendor will provide City regarding daily completion and delivery to USPS.
7. Describe your Quality Control Plan for ensuring that the data, printing and mailing process is error free.
8. Describe the equipment that vendor will use to complete the tasks under this RFP (include manufacturer, model number and age of equipment). How often does vendor replace equipment?
9. Describe your process to ensure that City receives the lowest possible postage rates.
10. Describe your process to notify the City of any address changes generated through NCOALink or ACS services. Include timing of such notice and a sample notice.
11. What tools will be available to City to view or confirm progress of daily activities?
12. Where is your primary location for providing the services under this RFP?
13. Where is (are) your alternate facility (facilities) for these services in the event your primary facility is unable to perform these services?
14. What is your desired invoicing frequency? Do you accept credit cards as a payment method? Confirm that your invoice will separately show costs for each category of service: bill print costs, notice print costs, paper supply costs (separated for each type of paper and envelope), postage costs, insert design services, insert printing services.
15. Describe your design services capability for designing and printing inserts. Would these services be provided by vendor staff or sub-contracted? If sub-contracted, please identify the sub-contractor.
16. Confirm that vendor will store/warehouse sufficient paper stock and envelopes for services under this RFP. Given the projected volumes, what does vendor deem to be adequate quantities on hand and recurring order volumes to ensure the best pricing possible?
17. Confirm that vendor will accept and store/warehouse City or third-party provided inserts.
18. Vendor will be required to provide a daily report that includes number of bills/notices received for processing, number of items printed, number of items not printed (with an explanation as to why) and postage costs for the day. Please confirm that vendor can provide such a report and include a sample report in your response.

19. Describe your customer support process and hours of operation. Describe your procedures for receiving and responding to after-hours support. Provide the name of the customer support account manager should you be awarded this contract.
20. Provide an implementation timeline noting major tasks and milestones that will be necessary to meet the go-live date of September 26, 2016.

EXHIBIT B - FEE PROPOSAL

Complete the table below.

Vendor Name: _____

| Initial and Ongoing Professional Services Fees | | |
|---|----|---------------------|
| One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation. | \$ | One-Time Fee |
| Professional Services Charges For design of inserts | \$ | Per Hour or Per Job |

| Cost of Materials | | |
|---|----|--------------|
| Statement Paper Stock Cost 8.5x11", 20 pound paper stock with a micro-perforation. | \$ | Per Sheet |
| 10-Day Notice Paper Stock Cost 8.5x11, 20 pound yellow paper stock with micro-perforation. | \$ | Per Sheet |
| 48-hour Notice Paper Stock Cost 8.5x11, 20 pound pink paper stock with micro-perforation. | \$ | Per Sheet |
| Outgoing Envelope Cost Single window (left side) #10 envelope. | \$ | Per Envelope |
| Return Envelope Cost Single window (left side) #9 envelope. | \$ | Per Envelope |
| Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard single window #10 envelope. | \$ | Per Envelope |

| Service Fees | | |
|---|----|-----------------------|
| 1 Page Bill/Notice Service Fee Includes file transmission, data processing, single sided bill printing, mail preparation (folding, inserting a 1-page bill/notice and the return envelope into an outgoing envelope), and delivery to the USPS. | \$ | Per 1 Page Bill |
| Additional Bill Pages Service Fee Per-page cost to print and insert additional pages if the bill contains more than 1 page. | \$ | Per Additional Page |
| Insert Fee Charge for inserting client-provided insert. 1/3 sheet single or double sided For example: informational flyer | \$ | Per Additional Insert |
| Move Update Service Fees NCOALink or ACS service. | \$ | Per Reported Change |

EXHIBIT C – SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on _____, 20____ and terminates upon the completion of the Scope of Services or on _____, 20____, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn:

To CONTRACTOR:

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

By: _____
Name:
Title:

- Attachments:**
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

2. **ERRORS AND OMISSIONS / TECHNOLOGY**

\$3,000,000 Per Claim
\$6,000,000 Annual Aggregate

Covering all acts, errors, omissions, negligence, network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, and payable whether incurred by City of Lodi or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for, or on behalf of, City of Lodi. Such insurance shall be maintained in force at all times during the term of the agreement and provide an Extended Reporting Period (ERP) for a period of one year thereafter, for services completed during the term of the agreement.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

(a) **Additional Named Insured Endorsement**

Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

(b) **Primary and Non-Contributory Insurance Endorsement**

Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

Insurance Requirements for Contractor (continued)

- (c) **Waiver of Subrogation**
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers.
- (d) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (e) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (g) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (h) **Continuity of Coverage**
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (i) **Failure to Comply**
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (j) **Qualified Insurer(s)**
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

EXHIBIT D – SAMPLE BILL AND NOTICES



City of Lodi
 310 West Elm Street
 PO Box 3006
 Lodi, CA 95241
 (209) 333-6717
 www.lodi.gov

Account CID: 11016429-503780
 Service: 600 W PINE ST

Hours: M-Th 7:30 AM - 5:30 PM *F 8:00 AM - 5:00 PM
 * See www.lodi.gov for full schedule
 Customer Services (209) 333-6717
 Central Valley Waste (Refuse Questions): (209) 333-5600
 To Report an Outage, call: (209) 368-5735

Total Due Aug 27, 2016 \$300.00

Billing Date Aug 01, 2016

COMBS, BOB
 600 W PINE ST
 LODI, CA 95240

Pay your bill online:
www.lodi.gov

Summary of Account

Enrolled in Budget Billing Program

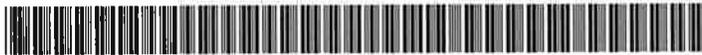
| | | |
|----------------------------|---------|--------------------------------|
| Previous Balance: | 192.60 | |
| Payments thru Aug 01, 2016 | -192.60 | |
| Adjustments | 0.00 | |
| Late Charges | 0.00 | |
| Balance Past Due | | \$0.00 |
| Current Month | | |
| Electric | 200.00 | |
| Water | 50.00 | |
| Wastewater | 25.00 | |
| Solid Waste | 25.00 | |
| Other Charges/Credits | 75.00 | |
| Current Month Total: | | \$849.88 |
| | | Pay on or before: Aug 27, 2016 |

Account Balance

\$300.00

Stage 3 water restrictions have been lifted. Please remember to always conserve our water.

Please refer to attached detail pages for information about each utility charge



00006382017200112746300000300004

Keep this portion for your records. Please see reverse for important information.

Please return this portion with your payment

Service Address
 600 W PINE ST
 Lodi, CA 95240

COMBS, BOB

Account CID: 11016429-503780

(EFT MESSAGE) Aug 27, 2016

City of Lodi
 PO Box 3006
 Lodi, CA 95241-1910

\$849.88

Enter Payment Amount

City of Lodi

310 West Elm Street
 PO Box 3006
 Lodi, CA 95241
 (209) 333-6717
 www.lodi.gov

To Report Graffiti call 333-5570 Account CID: 11016429-503780

COMBS, BOB
 600 W PINE ST
 Lodi, CA 95240

You can find more usage information online at: www.lodi.gov
 Click on the link, "Look up your City of Lodi account information".
 You will be asked to supply your account and customer number.

Charge Detail by Utility

Electric

| Meter Number | Read Date | Rate Type | No Of Days | New Meter Read | Last Meter Read | Mult | Usage |
|---|------------|-----------|------------|----------------|-----------------|------|-------|
| 60761 | 07/31/2016 | EA | 51 | 42126 | 39854 | 1 | 2,272 |
| Usage Charge 391 KWH x 0.149100 | | | | 58.30 | | | |
| 117 KWH x 0.152250 | | | | 17.81 | | | |
| 274 KWH x 0.234680 | | | | 64.30 | | | |
| 391 KWH x 0.333900 | | | | 130.55 | | | |
| 1,099 KWH x 0.346500 | | | | 380.80 | | | |
| Energy Cost Adjustment EA 2,272 KWH x -0.001500 | | | | -3.41 | | | |
| Public Benefits 2,272 KWH x 0.002580 | | | | 5.86 | | | |
| California Solar Surcharge 2,272 KWH x 0.001250 | | | | 2.84 | | | |
| Electric Residential EA | | | | 651.77 | | | |
| Energy Cost Adjustment EA | | | | -3.41 | | | |
| State Energy Tax | | | | 0.66 | | | |
| Public Benefits | | | | 5.86 | | | |
| California Solar Surcharge | | | | 2.84 | | | |
| Taxes: State Energy Tax | | | | 0.66 | | | |
| | | | | \$657.71 | | | |

| Meter | 06/16 | 05/16 | 04/16 | 03/16 | 02/16 | 01/16 | 12/15 | 11/15 | 10/15 | 09/15 | 08/15 | 07/15 |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 60761 | 691 | 596 | 681 | 238 | 237 | 561 | 237 | 508 | 701 | 833 | 833 | 885 |

Water

| | |
|------------------------------|---------|
| Water House 3BR Flat Rate | 45.89 |
| Water Metered PILOT 3/4" SFD | 0.00 |
| Water House 3BR Flat Rate | 45.89 |
| | \$45.89 |

Wastewater

| | |
|-------------------|---------|
| Sewer Residential | 45.36 |
| | \$45.36 |
| Sewer Residential | 45.36 |

Solid Waste

| | |
|--------------------------------|---------|
| Solid Waste 35 gal cart(house) | 25.91 |
| Solid Waste 35 gal cart(house) | 25.91 |
| | \$25.91 |

Other Charges/Credits

75.00



City of Lodi
 310 West Elm Street
 PO Box 3006
 Lodi, CA 95241-1910
 (209) 333-6717

Telephone Inquiries: (209) 333-6717
 7:30 a.m. to 5:30p.m. Monday thru Thursday

*** * * 10 DAY NOTICE * * ***

ACCOUNT-CID:11000054 - 574795

NOTICE DATE: 06/28/2016
 SERVICE ADDRESS:
 1702 ACKERMAN DR

THE BOKIDES COMPANY, INC.
 501 W LODI AVE #A
 LODI, CA 95240

TOTAL BAL: \$356.95
 DELINQUENT AMT: \$155.86
 DELINQUENT AMT DUE: 07/05/2016

***** IMPORTANT NOTICE ABOUT YOUR DELINQUENT ACCOUNT *****

Please be advised that your Utility Account is delinquent and that your service is subject to termination for non-payment if not paid in full by 07/05/2016.

Terminated service requires a deposit, see schedule below, and a field trip fee in order to restore service. An additional deposit may be required for no United States identification.

| DEPOSIT SCHEDULE: | | House | Apt | House | Apt |
|-------------------|-------|-------|------------|-------|-------|
| 1 bedroom | \$200 | \$150 | 3 bedroom | \$325 | \$300 |
| 2 bedroom | \$300 | \$200 | 4+ bedroom | \$500 | \$350 |

FORM AND METHOD OF PAYMENT: Please make payment by personal check, money order, Visa, MasterCard, or debit card. Monday-Thursday, 7:30 a.m.- 5:30 p.m.

A payment, returned by your bank for any reason, may result in immediate termination without further notification & fees will apply.

If FULL AMOUNT is not received by 5:00 p.m. in the Finance office at 310 W. Elm St. by the DELINQUENT AMOUNT DUE DATE, your service will be terminated in accordance with Lodi City Code Section 13.04.030.

Should you have any questions, please call (209) 333-6717 Monday through Thursday between 7:30 a.m.- 5:30 p.m.

City regulations require you to provide staff with access to accommodate the termination of the service connection. City advises that you be on site to secure your property after the termination.

City will have no liability for your failure to secure your property.

" Detach and return the portion below with your payment "



City of Lodi
 310 West Elm Street
 PO Box 3006
 Lodi, CA 95241-1910
 (209) 333-6717

**Delinquent Notice
 Remit Portion**

Please write your Account CID on your check and enclose this portion of bill with your payment.

ACCOUNT-CID: 11000054 - 574795



00006382016400000055400000155861

Please make checks payable to :
 City of Lodi

THE BOKIDES COMPANY, INC.
 1702 ACKERMAN DR

City of Lodi
 PO Box 3006
 Lodi, CA 95241-1910

Please Pay This Amount
\$155.86

Final Due Date: 07/05/2016



City of Lodi
 310 West Elm Street
 PO Box 3006
 Lodi, CA 95241-1910
 (209) 333-6717

Telephone Inquiries: (209) 333-6717
 7:30 a.m. to 5:30p.m. Monday thru Thursday

*** * * FINAL NOTICE * * ***

ACCOUNT-CID:11000054 - 574795

NOTICE DATE: 06/28/2016
 SERVICE ADDRESS:
 1702 ACKERMAN DR

THE BOKIDES COMPANY, INC.
 501 W LODI AVE #A
 LODI, CA 95240

TOTAL BAL: \$356.95
 DELINQUENT AMT: \$155.86
 DELINQUENT AMT DUE: 07/05/2016

***** 48-HOUR NOTICE - YOUR DELINQUENT ACCOUNT IS NOW OVERDUE *****

Please be advised that your Utility Account is OVERDUE and that your service is SCHEDULED FOR TERMINATION if not paid in FULL by 07/05/2016.

TERMINATED SERVICE REQUIRES A PAID DEPOSIT, see schedule below, AND A FIELD TRIP FEE IN ORDER TO RESTORE SERVICE and MUST be paid in cash, cashier's check, money order, VISA, M/C, or debit card (ATM). An additional deposit may be required for no United States identification.

| DEPOSIT SCHEDULE: | | House | Apt | House | Apt |
|-------------------|-------|-------|------------|-------|-------|
| 1 bedroom | \$200 | \$150 | 3 bedroom | \$325 | \$300 |
| 2 bedroom | \$300 | \$200 | 4+ bedroom | \$500 | \$350 |

If FULL AMOUNT is not received by 5:00 p.m. in the Finance office at 310 W. Elm St. on the DELINQUENT AMOUNT DUE DATE, your service will be terminated in accordance with Lodi City Code Section 13.04.030.

PAYMENTS POSTED AFTER THE DUE DATE OF THIS NOTICE WILL NOT STOP INTERRUPTION OF SERVICE. THIS IS YOUR FINAL NOTICE. NO OTHER NOTICES WILL BE MAILED OR POSTED PRIOR TO TERMINATION OF SERVICES IF VALID PAYMENT IS NOT RECEIVED BEFORE DUE DATE. A PAYMENT RETURNED BY YOUR BANK MAY RESULT IN IMMEDIATE TERMINATION.

Should you have any questions, please call (209) 333-6717.

City regulations require you to provide staff with access to accommodate the termination of the service connection. City advises that you be on site to secure your property after the termination. City will have no liability for your failure to secure your property.

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City of Lodi
 310 West Elm Street
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Final Due Date: 07/05/2016