



**CITY OF OROVILLE
REQUEST FOR PROPOSALS
For
311 Citizen Relationship Management (CRM) Solution.**

Due: 07/10/2024 at 4:00 PM

DISCOVER GOLD . . . DISCOVER OROVILLE

1735 Montgomery Street, Oroville, CA 95965-4897

Community Development, 530-538-2401 Fax: 530-538-2426



REQUEST FOR PROPOSALS
311 Citizen Relationship Management (CRM) Solution

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Request for Proposals

311 Citizen Relationship Management (CRM) Solution

I. BACKGROUND

A. Introduction

The City of Oroville is located in Butte County in the Sierra Nevada Foothills within the Northern Sacramento Valley. The City of Oroville is considered the gateway to Lake Oroville and Feather River recreational areas. Lake Oroville, which is adjacent to the city, is the second largest lake in California. The City of Oroville has a population of 20,082, with The City of Oroville employing approximately 114 employees and is the third largest municipality in Butte County.

B. Project Description

The City of Oroville seeks proposals from qualified vendors to implement a 311 Citizen Relationship Management Solution for City employees to better manage non-emergency citizen requests and improve engagement between the City and its residents. Our goal is to modernize and transform the customer service experience for the city residents and businesses by making City information and services easily accessible, responsive, and efficient in managing the needs of its constituents.

C. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the vendor's services as they compare to other vendors and as they pertain to the needs of the City's organization as defined in this document.

II. SCOPE OF SERVICES

A. Summary of Services

A proposal is requested from qualified vendors to implement a 311 Citizen Relationship Management solution for City employees and the following scope of work is a summary of the general requirements identified by the City for a new 311 system. The City is looking for a highly experienced vendor with an established track record providing solutions to municipalities that can meet all the requirements identified.

B. Scope of Work and Implementation Services

This project aims to deliver a transformative and customer-focused 311 CRM solution for the City of Oroville. Here is a summary of the required Scope of Work for the new CRM Solution:

- Provide and implement a 311 Citizen Relationship Management (CRM) software solution that includes all customizations, interfaces, and data migrations as deemed necessary to establish a modern 311 CRM process for the City.
- Provide for multi-channel engagement and communication with an emphasis on human-centered design and customer engagement. This should provide several options for customer engagement including an online portal, mobile app, SMS text message, phone, and email to suit the needs and preferences of city residents and businesses.
- Provide an opportunity for customers to interact with the system without the need to create an account. It must be easy to connect to the CRM Application using any channel of their choice, with software expected to minimize barriers in connecting and communicating with the City.
- Identify, map, and configure all Customer Service Requests and delivery processes on the new CRM system.

- CRM Applications software is expected to use pictures, images, and icons along with text to create user-friendly and intuitive request intake environment, while supporting a bilingual interface and ADA accessibility.
- Provide ability for customers to track their service request from submission to completion and view real-time updates from City departments regarding the progress of work.
- Develop and communicate a unique brand identity for 311 services that are in-line with overall city branding. Launch an education and outreach campaign directed both at the City employees and customers to create awareness and training on a new CRM Application.
- Provide improved reporting, monitoring, and analytic capabilities with visual indicators to City management, thus generating insight into common customer issues and City delivery and response times.
- Provide CRM Applications user training for system users, department heads, and IT support staff. Provide additional technical and functional training to the City of Oroville IT team to manage future Applications support.
- Provide visibility of customer request data and resolution to citizens by holistically sharing data/analytics on City website.
- Develop a digital library-knowledge base and FAQ section to provide necessary information on city services related data/information, thereby decreasing the volume of calls/requests made to 311.
- CRM portal should provide customers with an outlet to share real-time feedback/satisfaction ratings for City staff to be able to conduct ongoing improvements.
- Geo-location mapping of reported items to increase the ease of use for the public and to assist City staff in their response.

C. Mandatory Requirements

All the above requirements are critical for the City to deliver its services and essential for the successful implementation and adoption of the new CRM system. Hence these requirements are deemed **mandatory** and must be included in the RFP scope of this project.

D. Additional Optional Requirements

Here are some additional requirements that the City believes would help improve its delivery and CRM system adoption. While the City would like to have these addressed during this implementation, these are “Nice to Have” features and it is not mandatory for the vendor to include these in the RFP scope.

- Live 24/7 agent and/or ability to triage non-emergency and emergency citizen requests, ie. Understanding that sewer overflows is a condition that must be immediately resolved.
- Implement a Code Enforcement-Case Management solution that's integrated with the 311 CRM processes to support efficient management of all Code Enforcement activities and use cases including end-to-end case management and in-the-field requirements.
- Provide customer service soft skills training to City employees that interface with City customers to improve support, satisfaction, and customer service experience for City customers.

III. DESCRIPTION OF GOVERNMENT

A. Contact Persons

The principal management contact with the City shall be Noelle Snow: nsnow@cityoforoville.org or a designated representative, who will coordinate the assistance provided by the City to the vendor.

Questions about this RFP shall be submitted through the Public Purchase website prior to 2:00 PM., June 28, 2024. Questions will be answered via public Purchase within three-business days.

IV. TIME REQUIREMENTS

The City will use the following schedule:

The deadline to submit proposals is July 10, 2024 at 4:00 PM

Request for Proposal (RFP) Released	June 10, 2024
Deadline for questions	June 28, 2024
Proposals due	July 10, 2024, by 4:00 p.m. (Pacific Standard Time)

V. PROPOSAL REQUIREMENTS

A. Submission of Proposal

The following material is required to be received by July 10, 2024 by 4:00 p.m. for a vendor to be considered, the Proposal is to include the following:

1. Cover letter
 - Introducing your firm and summarizing your proposal. Include the name, phone number, and address of your contact person.
2. Executive Summary
 - Summarize the content of your, or the firm's, proposal in a clean and concise manner.
3. Vendor Background
 - A description of the vendor's background, nature of business and organizational history.
 - A Statement of how long the vendor has been providing a solution as required by this RFP.
 - A description of key personnel and their position within the organization. Please also include existing available technical support, proposed implementation timeline and services offered, as well as a description of other dedicated technical and account resources that will be dedicated to this project.
 - A description of the type of 311 solution offered and how it meets the requirements of this RFP, as well as the training features and customization tools provided at no additional cost.
 - A list of representative projects that includes at least three similar projects that the proposer has successfully completed within the last five years of other municipalities.
4. References
 - Vendors must provide a minimum of three (3) references from clients at other municipalities. For each reference, vendor should provide the following information:
 - i. Entity name.
 - ii. Customer contact information (name, title, phone,

- and email)
- iii. 311 solutions implemented, and services provided.

5. Payment Terms and implementation Costs

- The vendor must include an itemized list of all costs related to the implementation of the proposed solution, and the total cost to the City for a functional system that incorporates all requirements as contained in this solicitation. At minimum, the City expects detailed costs associated with each of the items listed below:
 - i. Total Implementation Cost
 - ii. Annual Recurring Cost
 - iii. Software licensing Cost
 - iv. Any additional costs associated with the products/services required to meet the system requirements as detailed in the scope of work as well as any proposed optional costs.

VI. SUBMITTAL REQUIREMENTS

The vendor shall be submitted through the Public Purchase website or by email to nsnow@cityoforoville.org, or by mail to

City of Oroville
Attention: Noelle Snow, Community Development Tech II
1735 Montgomery St.
Oroville, Ca 95965

City staff will accept proposals for 311 CRM Solutions Services until July 10, 2024 by 4:00 p.m. *Postmarks will not be accepted, and late proposals will not be considered.*

VII. EVALUATION PROCEDURES

A. Review of Proposals

The evaluation process is designed to award the contract not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes to perform the required services at a reasonable value.

B. Evaluation Criteria

The City of Oroville will evaluate all proposals and make an award using the following criteria:

- Thoroughness of the proposal
- Relevant experience
- Evaluation of applicant's experience and qualifications including introductory letter, background and demonstrated past performance including references of previous clients and/or work performed; and
- Evaluation of applicant's ability to meet all the service requirements outlined in this RFP.

C. Possible Oral Presentations

During the review process, the City may, at its discretion, request any one or all firms to make an oral presentation. Such a presentation will provide firms with an opportunity to answer any questions about a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

City staff will provide a recommendation to City Council and the City Council will select a firm based upon their evaluation of the proposals and staff recommendation.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

VIII. CITY RIGHTS

The City may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The City also reserves certain rights, including, but not limited to, the following:

- Reject any or all of the proposals.
- Issue subsequent RFPs
- Cancel the entire RFP.
- Remedy technical errors in the RFP process.

- Appoint evaluation committees to review qualifications or proposals.
- Seek the assistance of outside technical experts in qualification or proposal evaluation.
- Approve or disapprove the use of particular subcontractors.
- Establish a short list of firms eligible for discussions after review of the RFP.
- Negotiate with any, all, or none of the firms.
- Solicit best and final offers from all or some of the firms.
- Award a contract to one or more firms.
- Waive informalities and irregularities in the RFP.
- Award without discussion.
- Add additional related work to the Project.
- Delete items from the Project.

IX. REQUIRED UPON SUCCESSFUL AWARD OF BID:

- A. Attachment "A" Professional Services Agreement
- B. City of Oroville Business License
- C. Contractor's W-9

Attachment "A"
Agreement for Professional Services
(To be completed by selected firm upon Council approval)

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this ___th day of _____, 2022, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, DISTRICT, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. SERVICES.

The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT.

The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20__ unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.

The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in "Exhibit B." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the DISTRICT.

5. CONTRACT ADMINISTRATION.

5.1. The CITY's Representative. Unless otherwise designated in writing, _____ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in Charge shall not be replaced without the written consent of the CITY.

5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must

be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.

The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The

CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

16. NOTICE.

All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement.

Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices 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.

CITY:
City of Oroville,
1735 Montgomery Street,
Oroville, California, 95965
Attention: City Administrator

CONTRACTOR:
Organization Name
Street Address,
State ZIP
Attention: _____

17. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. WAIVER.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. AUTHORITY TO ENTER AGREEMENT.

The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2024.

CONTRACTOR:

{Name, Title}

CITY OF OROVILLE:

Brian Ring, City Administrator

APPROVED AS TO FORM:

Scott Huber, City Attorney