



REQUEST FOR PROPOSALS

VENDING MACHINE SERVICES

**PROPOSALS MUST BE RECEIVED BY
4:00 P.M. ON THURSDAY, JUNE 6, 2019**

City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709

**City of Chino Hills
Request for Proposals
VENDING MACHINE SERVICES**

Date: May 6, 2019
Department: Community Services Department
Project Name: VENDING MACHINE SERVICES
Proposal Due Date: June 6, 2019 Time: 4:00 P.M.

Proposals must be submitted to:

City of Chino Hills
City Clerk
14000 City Center Drive
Chino Hills, CA 91709

Due Date and Delivery:

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer shall submit a package clearly marked on the outside as “**VENDING MACHINE SERVICES**” to the Community Services Department. The package shall contain the following:

- Three (3) bound copies (emails not accepted) of the proposal;
- One (1) copy of the cost proposal in a separate sealed envelope clearly marked “Sealed Cost Proposal”
- A signed W-9
- Vendor Application

Proposals must be received by City Clerk’s office **no later than 4:00 p.m. Thursday, June 6, 2019**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

A. General Information:

The City of Chino Hills (“City”) is requesting proposals from vendors to supply drink and snack vending machines and services. Vendor would be responsible for the machines and all maintenance and upkeep of the machines. Vendor would supply all products for the machines and ensure all machines are adequately stocked with quality, fresh product. All vended products must be stamped with a final sale date, and removed from machines prior to that date.

1. Product Mix
 - a. Provide menu lists of vending offerings being proposed, including brand names, product size, and vending price.
 - b. In addition to traditional vending offerings, the City is interested in providing healthy alternatives in a product mix including 1/3 of product meeting a definition of “health alternative”.
 - i. Vendors are to provide information on health options that they offer, again including brand names, product size and vending price.
 - ii. If vendors provide nutritional information on the products, state whether the information is available and how the information is presented (example: via website, on the machines, etc.)
2. Describe stocking policy to address at the minimum, the following:
 - a. Product Replenishment Schedule.
 - b. City notification of any food or product recalls.

This service shall be provided at no cost to the City and vendor would manage all monies associated with the operation of the machines.

Locations of machines are listed below:

1. City of Chino Hills Government Center
14000 City Center Drive
Chino Hills, CA 91709
2. James S. Thalman Chino Hills Branch Library
14020 City Center Drive
Chino Hills, CA 91709
3. Chino Hills Community Center
14250 Peyton Drive
Chino Hills, CA 91709

It is the vendor’s responsibility to tell us what options are available to best meet the vending needs of each area.

There is a mandatory facility inspection requirement. Proposers are required to visit each City of Chino Hills facility as indicated in General Information and inspect the specific locations indicated for the vending machines.

Inspections will be conducted on Tuesday, May 14, 2019 at 10:00 a.m. with all interested persons meeting at City of Chino Hills Government Center Recreation Department at 14000 City Center Drive, Chino Hills.

B. Description of the Government:

The City of Chino Hills is a General Law City in the State of California and is located in the Southwestern portion of San Bernardino County. The City was incorporated on December 1, 1991, and operates under a council-manager form of government. The City is a community consisting of approximately 45 square miles with an estimated population of 80,676. The City operates as a "contract city" utilizing contracts with other government entities, private firms and individuals to provide many traditional municipal services to the community. Contracted services include police, city attorney, animal control, and refuse collection.

C. Background:

Each vending machine provides service to it's own unique set of users. The machine at the City of Chino Hills Government Center is only used by City staff. Both the James S. Thalman Library location and the Chino Hills Community Center location are used by a combination of the general public, which includes but is not limited to: students, parents, young children and a smaller percentage of City staff.

In consideration of allowing the awarded vendor to access the City of Chino Hills facilities, the awarded vendor must agree to provide the service to the City of Chino Hills at no cost and pay a commission percentage of the gross sales to the City of Chino Hills. All products in snack and beverage machines should be those offering the highest gross commission to the City of Chino Hills.

D. Objective

The purpose of this RFP is to seek vending machine services. It is the City's objective to select the best-qualified candidate. Any contract resulting from this RFP will be for a three (3) year agreement.

E. Addendum

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be published and distributed through the City's website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

F. Evaluation and Selection

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

| TENTATIVE PROJECT SCHEDULE | |
|---------------------------------------|---------------|
| RFP Published: | May 6, 2019 |
| Facilities Inspection: | May 14, 2019 |
| Questions from Proposers Due: | May 20, 2019 |
| Questions and Answers Posted: | May 23, 2019 |
| Proposals Due: | June 6, 2019 |
| Initial Review of Proposals by Panel: | June 10, 2019 |
| Anticipated Contract Award: | June 25, 2019 |

G. Questions

Please direct any questions or concerns to Robyn Rogers at rrogers@chinohills.org OR (909)364-2712 by 4:00 p.m. on May 20, 2019. Only questions with “**VENDING MACHINE SERVICES**” in the subject line will be accepted. Answers to submitted questions will be posted on the City’s website.

H. Scope of Services:

The awarded vendor shall install and manage vending machines at optimum professional and food safety standards and provide high quality products at all times. Vendor shall ensure that machines are in good operating condition at all times, which includes maintenance, servicing, temperature monitoring (as needed) and the replenishment of items dispensed by the machines. Vendor to provide all electrical and mechanical requirements to the City Facilities Maintenance Supervisor prior to vending machine delivery.

1. Vendor must hold title to all vending machines and other auxiliary equipment installed.
2. All vending machines must be energy efficient – ENERGY STAR or equivalent and provide their energy consumption and energy efficiency features.
3. Machines must be new or refurbished models in excellent condition, no older than 4 years old. It is the vendor’s responsibility to describe the machines being used, including whether they are new or refurbished.
4. Provide color photos of proposed machines and how many of each will be utilized.
5. Vending machines must be able to accept cash and coins, and electronic payment options such as Apple Pay, debit cards and standard credit cards and those with chip readers. Machines will be required to have dollar bill acceptors.

6. Change Making Equipment

- a. Vendor must provide change-making equipment which shall have the capability of customer selection or changing coins, currency or both as determined by the City of Chino Hills and mutually agreed to by the vendor.
 - b. The City is not responsible for the security of the change machines or the contents of the vending machines.
 - c. The vendor shall provide and service the changers with amounts of change at frequent intervals to assure change is continually available.
 - d. All vendor equipment shall have the capability of returning change in amounts of 5, 10, or 25 cents as required, and have adequate change inventory for required returns.
7. Vendors will be responsible for the delivery, installation and positioning of all vending machines at vendor's sole cost and expense.
8. The City will provide the electrical and data jacks at the vending machine locations.
9. All machines shall be maintained by vendor throughout the contract period in a condition that is satisfactory to the City. The interior of each machine as well as on top of, behind and around the base of each machine shall be maintained in a clean and orderly manner by vendor.
10. The City reserves the right to alter the machine locations. The vendor shall be responsible for the relocation or removal of machines as needed at vendor's sole cost and expense.
11. The City reserves the right to increase/decrease the number of machines as deemed necessary.

12. Product Mix

- a. Provide menu lists of vending offerings being proposed, including brand names, product size, and vending price.
 - b. In addition to traditional vending offerings, the City is interested in providing healthy alternatives in a product mix including 1/3 of product meeting a definition of "health alternative".
 - i. Vendors are to provide information on health options that they offer, again including brand names, product size and vending price.
13. If vendors provide nutritional information on the products, state whether the information is available and how the information is presented (example: via website, on the machines, etc.)

14. Price Adjustments:

- a. Price adjustments will be considered on an annual basis in June.
- b. Consideration for price increases must be supported by appropriate manufacturer's documentation.
- c. The City must approve any price adjustment.

15. Refund Policy:

- a. Submit a refund policy and procedure
- b. All machines shall be labeled or have sign(s) prominently displayed that contain concise instructions as to the procedure for obtaining cash refunds.

16. Service & Maintenance

- a. Vendor shall assign a Customer Service Representative to act as the single point of contact for all issues pertaining to this contract. The Customer Service Representative shall assist with the initial setup of the program through total implementation. This representative shall meet with designated City staff to discuss operational effectiveness as needed or requested by the City.
- b. Describe the process for service calls of machine trouble notification.
- c. Vendor shall provide machine maintenance & repair service between 8:00 a.m. and 4:00 p.m. Monday through Friday.
- d. Service technician shall respond within twenty-four (24) hours of notification of malfunction.

17. Reporting

- a. Provide the reports to be submitted to the City with the commission payment. At a minimum, vendor must provide:
 - i. Commissions & Sales: by machine and building on a schedule suitable for both vendor and the City.
- b. The City shall have the right to inspect the books and records of the awarded vendor with respect to sales made and may have said records audited by a competent auditor at its own expense. Such records shall be kept by the vendor for a period of three (3) years, and may be audited by the City.

18. Compensation

- a. The vendor shall specify the percentage of commission the City will receive for merchandise dispensed by the vendor's vending machines.
- b. The commission structure must be clearly stated as a specific percentage for commission applied solely to gross sales. Any offerings that are incomplete or unclear will be deemed nonresponsive and removed from consideration.
- c. Commission payments are due quarterly on a schedule suitable for both vendor and the City.

I. Deliverables:

The successful proposer shall provide:

1. Cover Letter

The Cover Letter shall be addressed to Jonathan Marshall, and at minimum, must contain the following:

- a. Identification of firm, including name, address, and telephone number.
- b. California Secretary of State Entity Number.
- c. Name, title, address, and telephone number of contact person during period of proposal evaluation.
- d. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.
- e. Signature of a person authorized to bind the firm to the terms of the proposal.

2. Executive Summary

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the firm understands the objective of the requested service, the nature of the work, and the level of effort necessary to provide the defined services. The narrative should stipulate how the firm's approach and plans to provide the services are appropriate to the tasks involved.

3. Scope of Work / Methodology

Provide a detailed description of the approach and methodology used to accomplish the Scope of Work of this RFP. The methodology should include:

- a. Describe the firm's approach to managing the machines, including an implementation plan that describes in detail the specific plans to manage, control, and supervise the machines in order to ensure satisfactory provision of services.
- b. Provide a description of the implementation plan considerations, including estimated timeframes and deliverables for various stages of the project.
- c. Detailed description of the specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- d. Provide a detailed description and/or examples of your quality control procedures that ensures all work delivered to the City are of high quality, accurate and have been reviewed prior to delivery to the City.
- e. Demonstrate the ability to create ad-hoc reports as needed.

4. References

Provide at least three (3) references, past and present, using the same service being proposed and indicate the scope of work, date, and the name, email address, and telephone number of the client contact. Also, provide a complete list of other municipalities in California utilizing your vending services over the past five (5) years.

5. Required Statements

- a. A written statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- b. A written statement that shall allow all authorized federal, state, county, and the City officials access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.
- c. A written statement that the vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- d. A written statement that the vendor shall comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
- e. A written statement that the vendor shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

J. Administrative Elements:

1. The vendor shall assign a responsible representative and an alternate to perform the assigned tasks. Both staff members shall be identified in the proposal. The consultant's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
2. The vendor shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.
3. The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.
4. Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.

| POTENTIAL PROPOSAL EVALUATION CRITERIA | |
|--|----------------------------|
| EVALUATION CRITERIA | PERCENTAGE OF SCORE |
| Qualifications and experience of the Proposer related to the services described in this RFP. | 25% |
| Proposer's understanding of the machines, product, services and subject matter expertise. | 25% |
| Proposer's ability and available resources to perform the requested services. | 25% |
| Product selections | 25% |

K. Agreement for Professional Services:

The City has provided a copy of the Agreement for Professional Services. Please review this agreement and provide the City with a written statement of your firm's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement which your firm is unwilling to accept and the reason therefore (See attachment No. 1).**

L. Insurance:

Within three (3) business days of successful selection, consultant must provide the City with Certificates of Insurance providing coverage as outlined in Section 15 of the Agreement for Professional Services naming the City, its agents and officers as additional insureds by written endorsement.

M. Business License:

The successful consultant(s) and any sub-consultants are required to obtain a City Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

N. Subcontracting:

The Proposer may utilize the services of specialty sub-consultants on those parts of the work that, under normal contracting practices, are performed by specialty sub-consultants. Unless a specific sub-consultant is listed by Proposer, Proposer is representing to City that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of his/her proposal, the Proposer shall not award work to any unlisted sub-consultant(s) without prior written approval of the City. The Proposer shall be fully responsible to the City for the performance of his/her sub-consultants and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any sub-consultant and the City.

O. Public Information:

All materials received relative to this RFP will become public information and be available for inspection after the award of contract. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

P. Attachments:

Attachment No. 1 – Professional Services Agreement
Attachment No. 2 – Vendor Application

**AGREEMENT NO. A2018-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
NAME OF COMPANY**

The City of Chino Hills is a General Law City in the State of California and is located in the Southwestern portion of San Bernardino County. The City was incorporated on December 1, 1991, and operates under a council-manager form of government. The City is a community consisting of approximately 45 square miles with an estimated population of 80,676. The City operates as a "contract city" utilizing contracts with other government entities, private firms and individuals to provide many traditional municipal services to the community. Contracted services include police, city attorney, animal control, and refuse collection.

THIS AGREEMENT, made and entered into this 1st day of July, 2019, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and [REDACTED] hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on July 1, 2019.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports

required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS. Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation shall not exceed \$101,352. Payments shall be made within forty-five (45) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to

the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will terminate on June 30, 2020, unless otherwise extended in advance and in writing by the City Manager for an additional two (2) one-year renewal options. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

13. DEFAULT. In the event that Consultant is in default of any of the provisions of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses

of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or wrongful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the CITY, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14(b) shall survive the expiration or earlier termination of this agreement.

The Consultant's indemnification does not extend to Claims occurring as a result of the City's sole negligent or willful acts or omissions.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

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

(a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or owned, hired, non-owned, scheduled, non-scheduled or rented vehicles, (or combination thereof dependent upon working being performed under contract), or equivalent forms subject to the written approval of the City.

(c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(d) Errors and omissions liability insurance appropriate to the Consultant's profession.

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(d) Errors and Omissions Liability: \$1,000,000 per claim.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

(a) City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(b) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

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

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice by email, or upon such party deposited in the custody of the United States Postal Service addressed as follows:

City.

Attention: City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709

Email: cityclerk@chinohills.org

Consultant.

Attention:
Name
Address
City, State and Zip

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

A. Exhibit A: Scope of Work

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

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

CITY OF CHINO HILLS

(INSERT COMPANY NAME HERE)

Cynthia Moran
Mayor

(Signature)

ATTEST:

(Printed name/Title)

Cheryl Balz
City Clerk

(Date)

(Date)

(Signature)

APPROVED AS TO FORM:

(Printed Name/Title)

Mark D. Hensley
City Attorney

(Date)



NEW / REVISED VENDOR INFORMATION FORM

PROJECT INFORMATION

City Contact: _____

Type of Services to be provided to the City: _____

VENDOR INFORMATION

Vendor (Legal Entity) Name: _____

DBA: _____ Website: _____

Address: _____

Main Contact: _____

Phone: _____ Email: _____

Secretary of State No.: _____ Exp. Date: _____

City Business License No.: _____ Exp. Date: _____

If applicable:

CA Contractor License No.: _____ Exp. Date: _____

Dept. of Industrial Rel. No.: _____ Exp. Date: _____

It is the responsibility of requestor to verify all vendor information. As Requestor I certify that the above / attached information is accurate and that the identified vendor will supply to the City either an approved service or goods.

Requested By / Date: _____

Dept. Approved By / Date: _____

Purchasing Approval / Date: _____

Attach copy of W9 to this form and submit to Purchasing