

City of Santa Maria



REQUEST FOR PROPOSALS

Citizens Broadband Radio Service (CBRS) Equipment,
Installation and Support

ISSUING OFFICE: City of Santa Maria
City Manager's Office
110 East Cook Street, Room 1
Santa Maria, CA 93454

Contact Information: Jeffrey M. Marcic, Chief Information Officer
jmarecic@cityofsantamaria.org

Date Released : April 13, 2022
Date and Time Due : May 9, 2022, 5:00 p.m.

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE RETURNED UNOPENED TO THE SENDER.

1 PURPOSE

The City of Santa Maria, CA (hereafter “City”) is seeking proposals from qualified providers to implement a multi-site Citizens Broadband Radio Service (CBRS) network with points of presence at multiple locations throughout the City. As this is expected to be a multi-year project, the City is requesting proposers to provide discrete cost estimates for the network equipment and each of the sites provided below in a way that the sites can be implemented independently of each other. The core network should be designed to accommodate the listed locations as well as future locations to be determined.

2 BACKGROUND

The City of Santa Maria was incorporated on September 12, 1905 and is located in Santa Barbara County on the west coast of California in an area known as the Central Coast. The City has a population of approximately 108,000 and a harmonious balance of maintaining coastal and agricultural lands while promoting business. Santa Maria has been recognized nationally as an All-America City by the National Civic League and offers reasonably priced housing, community festivals, quality schools, and is near beaches, cultural arts, a local airport, wineries, and higher education institutions. Santa Maria is the largest City by population and geographic area in the County covering about 25 square miles. The City provides a full range of municipal services including police and fire services, engineering and planning, street maintenance, recreation and parks services, water and wastewater utilities, solid waste collection and disposal, and general administrative activities. The City is organized into 10 departments. The information technology function is centralized with all services provided through a common network and two datacenters.

3 PROJECT DESCRIPTION

Santa Maria has developed a Smart City, Safe City strategic plan to guide the implementation of future technology investments which will improve resident access to services as well as enable staff to be more mobile and productive in the performance of their jobs. The strategic plan encompasses six focus areas including: access to government services; public safety enhancements; community development projects; recreation; education, arts, and culture; and environment. Ubiquitous network connectivity is a foundational element to these focus areas with the goal being to create a mesh CBRS/Wi-Fi network across the city. It is anticipated that the wireless network will support:

- public access to Wi-Fi in parks and recreational facilities
- mobile access to network services for staff
- sensors and internet of things (IoT) components
- automated vehicle location (AVL)
- payment and information kiosks
- informational signage
- traffic control
- smart building monitoring and control
- security cameras
- Wi-Fi on buses
- smart meters

As a starting point, core network infrastructure and 4 locations have been selected to initiate this strategy. The core network should be designed to accommodate any one or combination of all four of the initial locations as well as be able to expand as future CBRS locations come online. Final locations for this project will be selected based upon available funding at the time of award.

4 PROJECT ELEMENTS

4.1 Radio Access Network

At the core of the system will be an on-premises radio access network (RAN) located in the main datacenter. Proposers should design and scope the RAN to accommodate the proposed system and allow for expansion in the future. The main datacenter is located at 1111 West Betteravia Road inside the City's Police Department. The facility is a start-of-the-art datacenter with redundant power, UPS, and HVAC and is connected to the secondary datacenter via a fiber ring. The City supports a hybrid technical environment with email, file, and collaboration applications running in the Microsoft 365 cloud and internal systems running on a clustered, hyperconverged, virtualized environment. The datacenter has sufficient available rack space to accommodate the additional equipment to operate the RAN. It is also anticipated that some components of the RAN can run on the existing VM infrastructure.

4.2 Proposed CBRS Transmit/Receive Sites

4.2.1 Proposed CBRS Site 1

Location: 1111 West Betteravia Road (Main PD)

Lat: approx. 35° 55' 05.61" N

Long: approx. 120° 24' 33.29" W

Type: 100' lattice tower

Install date: 2016

General Information: This 100-foot lattice tower is used for the P25 digital trunked radio system used by Police and Fire. It also serves as the backhaul for radio and data communications to several City departments and the Los Flores tower. Currently, 2 radio antennas, 4 microwave dishes and a lightning rod are attached to it. It is powered by commercial power with a backup diesel powered generator and a battery-powered uninterruptible power supply (UPS). Network connectivity to the fiber ring can be made in the adjacent building (main datacenter).



4.2.2 Proposed CBRS Site 2

Location: 222 East Cook Street (Former PD)

Lat: approx. 34° 56' 24.50" N

Long: approx. 120° 25' 50.18" W

Type: 65' lattice tower

Install date: 2003

General Information: This 65-foot lattice tower serves as the VHF/UHF radio system for the Fire Department. Currently there are 8 radio antennas, microwave dishes, and a lightning rod attached. Network connectivity to the fiber ring can be made in the adjacent building.



4.2.3 Proposed CBRS Site 3

Location: 3339 Terminal Drive – Fire Station 6/Santa Maria Airport

Lat: approx. 34° 53' 55.68" N

Long: approx. 120° 26' 46.31" W

General Information: Fire Station No. 6 – 3339 Terminal Drive This station services the Santa Maria Public Airport District by providing Aircraft Rescue Firefighting (ARFF) with specialized equipment. This location will have direct access to the city's fiber network in Spring 2022. It is anticipated that the CBRS radios will be roof mounted.



4.2.4 Proposed CBRS Site 4

Location: 809 Panther Drive – Edwards Community Center

Lat: approx. 34° 57' 43.11" N

Long: approx. 120° 24' 03.29" W

General Information: Located at Sierra Vista Park this facility features both a multi-purpose room and kitchen perfect for small parties and family gatherings. A full-size gymnasium is also available for basketball and volleyball activities. This location will have direct access to the city's fiber network in Spring 2022. A roof mounted antenna is anticipated. A monopole tower to ensure adequate propagation of the CBRS signal may be required.



4.2.5 Map of the 4 Proposed CBRS Locations

The red numbering on the map inset to the right indicates the relative locations of the four proposed CBRS sites.

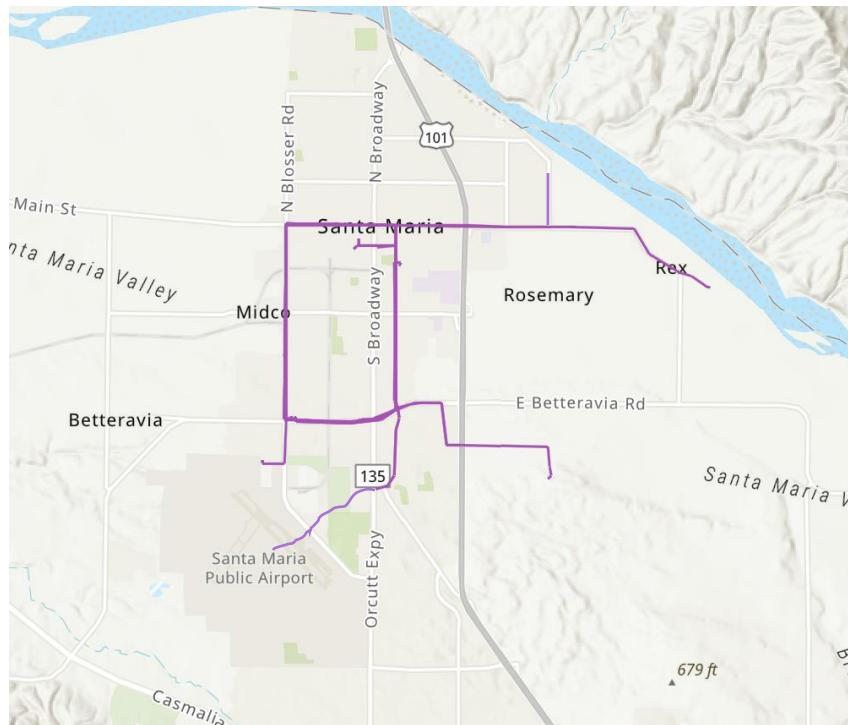
- Site 1 is where the RAN and tower radios will be located
- Site 2 is where tower radios will be located
- Site 3 is where a roof top mounted radios will be located
- Site 4 is where a roof top or a monopole tower will be located



5 WIDE AREA NETWORK CONFIGURATION:

The fiber portion of the network consists of a 288-strand fiber ring that surrounds the central part of the city and connects two datacenters in a redundant loop. There are 6 fiber spur segments that tie into the ring that provide network connectivity to city departments and locations and two additional segments currently under construction. The buildout of the fiber network is expected to continue for the next few years as the city grows and funding becomes available.

The existing footprint of the fiber network is shown in purple on the following illustration.



There are 39 city locations that are connected to the network through a combination of fiber, cable, VPN, point-to-point microwave, and satellite connections. The fiber network is 10GBE with the other locations connecting at speeds from 300Mbps to 5Gbps. The average utilization across the network is approximately 50%.

6 SCOPE OF WORK

6.1 Project Management

- 6.1.1 Provide a high-level anticipated project plan.
- 6.1.2 Indicate roles and responsibilities for City staff and vendor staff.
- 6.1.3 Project plan should include delivery of project status reports at least weekly.
- 6.1.4 Maintain and review with City staff an Issue and Risk Log.

- 6.1.5 Ensure quality workmanship and that installation conforms to all professional standards as well as state and local building and construction codes.
- 6.2 System Design
 - 6.2.1 Provide a system design specification.
 - 6.2.2 Provide a propagation map showing expected coverage and transmit and receive speeds for each proposed location.
 - 6.2.3 Design must include a standards-based solution in conformance with the Evolved Packet Core standard defined the Third Generation Partnership Project (3GPP).
 - 6.2.4 Design must include a Spectrum Access System (SAS).
 - 6.2.5 Design must ensure the City's data and communications stay local on City's network.
 - 6.2.6 Design must include ability to create a publicly accessible network and a secured City network.
 - 6.2.7 Design must include redundancy and failover capability (e.g., n+1 or comparable) for the RAN.
 - 6.2.8 Design must include standard best practices for securing the network from physical and cybersecurity threats. Including:
 - 6.2.8.1 Automated security updates
 - 6.2.8.2 Encryption
 - 6.2.8.3 Firewall design
 - 6.2.8.4 User/device authentication
 - 6.2.9 Design must include seamless movement between proposed CBRS locations, commercial LTE service and back again.
 - 6.2.10 Design must not include communication components designed or manufactured in China, Russia or other countries on the federal watch list for communication equipment and cybersecurity-related products.
 - 6.2.11 Provide a statement about 5G readiness of the proposed system and a roadmap for adoption of 5G technology.
 - 6.2.11.1 Is there an upgrade path to 5G?
 - 6.2.11.2 If so, describe the components that will need to be upgraded (i.e., RAN, radio arrays, hardware, software, etc.).
- 6.3 License Acquisition
 - 6.3.1 Obtain, or assist in obtaining, any licensing that may be required by the City to implement the CBRS solution.
- 6.4 RAN Deployment
 - 6.4.1 Provide a detailed bill of materials for all components of the RAN to be implemented in the data center including servers, switches, cabling, and other requirements.
 - 6.4.2 Indicate which components of the RAN can be hosted on the City's existing virtualized environment versus those that require additional hardware.
 - 6.4.3 Supply all hardware components necessary for implementation including brackets, nuts, bolts, screws, etc.
 - 6.4.4 Provide all software necessary run the system.
 - 6.4.5 Ensure that proposed software is running on the most recent versions of vendor and third-party software (e.g., operating systems, etc.).
 - 6.4.6 Provide all labor for hardware and software installation.
 - 6.4.7 Ensure City technical staff are included in the configuration and deployment of the system.
 - 6.4.8 Provide training to City staff in the operation, support, and maintenance of the system.
 - 6.4.9 Provide detailed as-built network/system documentation.
 - 6.4.10 Include a detailed cost proposal indicating one-time costs and annual/recurring costs.
- 6.5 Site deployment: for each site specified above in Section 4
 - 6.5.1 Provide options for a 3-sector antenna array and a 6-sector antenna array for each location.
 - 6.5.2 Provide expected coverage area and propagation map for each configuration.

- 6.5.3 Provide maximum number of end-user devices supported for each configuration.
 - 6.5.4 Specify expected download and upload transmission speeds.
 - 6.5.5 Provide all needed hardware including radios, poles, cabling, wiring, brackets, etc. to securely affix, power and ground the radio array on the structure.
 - 6.5.6 Include labor to mount and power radios on towers, poles, building rooftops, etc.
 - 6.5.7 Provide detailed as-built site documentation.
 - 6.5.8 Include a detailed cost proposal indicating one-time costs and annual/recurring costs for each site.
- 6.6 Monitoring and Support
- 6.6.1 Describe whether the monitoring system is an on-premises solution or cloud-based.
 - 6.6.2 Is there an option for 24x7 monitoring and support at Proposer's Operations Center that includes:
 - 6.6.2.1 Network Monitoring services for system disruptions
 - 6.6.2.2 Incident Management / Dispatch Services
 - 6.6.2.3 Technical Support
 - 6.6.2.4 Software Upgrades/Patches
- 6.7 Provide Proposer's support Service Level Agreement (SLA) and incident escalation procedure.
- 6.8 Wi-Fi conversion
- 6.8.1 Provide a list of options for converting the CBRS signal to 2.4 or 5.0 Ghz Wi-Fi.
 - 6.8.2 Include options for delivering the Wi-Fi signal to large outdoor areas such as in parks.
 - 6.8.3 Include options for deploying Wi-Fi inside buildings within range of the CBRS broadcast site.
 - 6.8.4 Include options for using the CBRS/Wi-Fi signal for internet of things (IoT) components (meters, traffic signals, and other sensors).

7 SUBMISSION REQUIREMENTS

- 7.1 Overview of Firm: a brief outline of Proposer's experience along with pertinent corporate details including full legal company name; year business was established; and number of people currently employed.
- 7.2 Capability to Implement: a clear statement of the Proposer's capability (including appropriate certifications and licenses) to deliver on the scope of work, contractual, and federal requirements set forth in this document.
- 7.3 Client List: a client list for similar projects completed in the last three years for three different clients.
- 7.4 Project and Client Management: a detailed description of the approach and methodology for managing the project and client relationships.
- 7.5 Project Management Team: a detailed description of the Proposer's project management team including skills, experience and capabilities of relevant staff.
- 7.6 Proposed Project Schedule. Proposers shall provide a detailed breakdown of all deliverables identified in the Scope of Work including, methods, tools and timeline to complete the project.
- 7.7 Project Costs: The Proposer shall provide the total fixed price for the project based on the Scope of Work outlined above as well as ongoing and support costs. Costs should be itemized separately for the RAN and each of the 4 proposed locations. Clearly identify the warranty term and when annual maintenance and support costs begin.
- 7.8 Ongoing cost: Clearly identify any annual/recurring costs. Include in the cost proposal a hardware refresh after the expected life cycle for RAN equipment (3-5 years) and tower equipment.

8 CONTRACT AGREEMENT

The City’s standard Professional Services Agreement shall be used (included as Attachment “A” for reference). The proposing company shall meet the requirements of this agreement, including insurance requirements, and shall submit, with the proposal, a specific list of any concerns with the City’s Agreement.

9 NON-DISCRIMINATION REQUIREMENT

By submitting a proposal, the respondent represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.

10 PROPOSAL REVIEW TIMELINE

Activity	Date
Issue Date of RFP	04/13/2022
Deadline for Questions Submit questions to: jmarecic@cityofsantamaria.org	04/21/2022
Date for Issuing Addendum	04/25/2022
Proposal Submission Deadline (by 5:00 pm PT)	05/09/2022
Evaluation of Proposals	05/10/2022 – 05/19/2022
Contract Award (Estimated)	05/24/2022

11 PROPOSAL EVALUATION PROCEDURE

- 11.1 The degree to which a proposal meets the requirements of the RFP are solely within the judgment of the City’s evaluation committee.
- 11.2 Proposers must respond to this solicitation by submitting all data required herein in order for the proposal to be evaluated and considered for award. Failure to submit such data shall be sufficient cause for disqualification or a proposal from further consideration of award.
- 11.3 Proposal shall undergo a three-stage evaluation process:

Stage I will consist of a review to determine which proposals comply with all the mandatory requirements.

Stage II will consist of scoring by the City of each qualified Proposal on the basis of the Rated Criteria.

Stage III will consist of a scoring of the pricing submitted by Proposers, the evaluation of price/cost shall be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed.

Cumulative Scores

At the conclusion of Stage III, all scores from Stage II and Stage III will be compiled and, subject to satisfactory reference checks, the highest scoring proposals may be selected for a follow-up interview/demonstration. If the City determines that one proposal clearly presents a “best value”, the City may go straight to award.

12 PROPOSAL SCORING CRITERIA

The following is an overview of the criteria and weightings of the rated criteria of the RFP.

CRITERIA	MAX SCORE
A comprehensive project plan with details about how the Proposer will manage the project including quality assurance measures and expected timeline	15
A comprehensive description of how the Proposer’s technology will meet the City’s requirements identified in the Scope of Work	20
A detailed description of how the Proposer’s solution will integrate into the City’s current network and infrastructure.	15
Quality and applicability of at least 3 recent references for which the Proposer has done similar work	15
Proposer’s company history and long-term viability	10
Project Cost/Pricing	25
TOTAL	100

13 PROPOSAL SUBMISSION CRITERIA

Questions prior to proposal submission should be submitted by 5:00 pm PT on 04/21/2022 and directed to:

Jeffrey M. Marecic
jmarecic@cityofsantamaria.org

Responses to questions will be posted on the City’s Bids and Proposals page located at www.cityofsantamaria.org/bids.

13.1 Sealed proposals are to be addressed and delivered by 5:00 pm PT on 05/09/2022 to:

City of Santa Maria
110 E. Cook Street, Room 1
Santa Maria, CA 93454
Attn: Jeffrey M. Marecic

13.2 Proposers must submit one (1) hardcopy proposal signed by an authorized representative and one (1) electronic copy on a USB Drive in a sealed envelope sent to the address above. The electronic copy can alternatively be emailed to jmarecic@cityofsantamaria.org with the subject line “**Santa Maria CBRS Project Proposal.**”

13.3 The City will not be responsible for any costs incurred in the preparation of the Proposer's submission. Once received, the submission becomes the property of the City.

14 ACCEPTANCE, AWARD OR REJECTION

- 14.1 The City reserves the right to terminate the process without awarding the contract.
- 14.2 The City reserves the right to accept or reject any part, or all, of each proposal submission and/or not to make an award if none of the proposals received meet the requirements.
- 14.3 The City may negotiate minor adjustments with the selected Proposer prior to the final award of the contract.
- 14.4 The awarding of the contract is subject to the availability of funds for this statement of work. Should all proposals received exceed the available budgeted funds and the highest ranked Proposer's costs are within the City's total current year budget, the City reserves the right to negotiate with the highest ranked Proposer.
- 14.5 The City will not be responsible in law or in equity to any Proposer for any claim for losses or damages, or any other relief, arising out of this RFP process including the selection or rejection of any particular section of this proposal.
- 14.6 The City's interpretation of the contents of the official proposal documents shall prevail.

15 CONFIDENTIALITY

The Proposer shall treat and maintain as confidential all information provided by the City in connection with the RFP.

16 FEDERAL REQUIREMENTS

This is a multi-phased project that will be funded through several sources including federal grant assistance. Several phases may be funded through the U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. The Contractor for this project must be eligible for the award of a contract receiving federal assistance. The Contractor shall comply with Federal Labor Standards Provisions and Davis-Bacon prevailing wages as determined to be applicable. In the event of discrepancies between the minimum wage determinations made by the California Director of Industrial Relations and by the U.S. Department of Labor, the higher value shall apply. Any subcontract/agreement resulting from the prime contract must contain the same language pertaining to Federal labor standards and applicable wage rates.

As a CDBG partially funded project, the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. This applies to CDBG funded projects that are over \$200,000, whether the project is fully or partially funded with CDBG. A Section 3 worker is any worker who currently fits, or when hired within the last five years, fits at least one of the following categories, as documented:

- i. The worker's household income for the previous or annualized calendar year is below 80 percent of the Santa Barbara County Area Median Income (AMI) limit established by HUD. The current income limits can be found on the City's website; or
- ii. The worker is employed by a Section 3 business; or
- iii. The worker is a YouthBuild participant.

A Targeted Section 3 worker is any worker who currently fits, or when hired within the last five years, was a resident of public of Section 8-assisted housing, is a YouthBuild participant, or lives within a mile of where the project is being done. In accordance with Section 3 benchmark requirements, the following are required to be met for every Section 3 Project:

- a. 25 percent of total labor hours worked by Section 3 workers, and
- b. five (5) percent of total labor hours worked by Targeted Section 3 workers.

Failure to meet the benchmarks does not automatically trigger sanctions against the Contractor and Subcontractor(s). However, if Section 3 benchmarks are not met, the Contractor and Subcontractor(s) must demonstrate and document actions that were taken to direct employment opportunities to Section 3 Workers and Targeted Section 3 Workers and/or contract with Section 3 Businesses, and what impediments were encountered.

17 UNDERSTANDING OF REQUIREMENTS

The submission of a proposal for the provision of this service will be considered a representation that the Proposer has carefully investigated all conditions which may affect the delivery of the services outlined in this proposal and that the Proposer is fully informed as to the conditions which may be encountered and the volume and the quantity of the work to be performed.

ATTACHMENT A

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on [date], by and between [firm name], a California Corporation (“Contractor”) and the City of Santa Maria, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

1. [insert text];
2. [insert text];
3. [Insert text].

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.

2. **General.**

2.01. Term and Termination. The term of this contract is [insert text], beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Contractor shall determine the method, details and means of providing [insert text] services. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”

2.03 City’s Duties. City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit “B.”

2.05. Insurance. Contractor shall provide insurance as listed in Exhibit “C.”

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.

3. **Contractor’s Obligations.**

3.01. Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor’s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City’s business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor’s assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement.

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:
Attn. _____
110 East Cook Street
Santa Maria, CA 93454
Ph: 805-925-0951 ext. xxxx

To Contractor:

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by

mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all sub-consultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

[Firm Name],
a California Corporation

CITY OF SANTA MARIA, a political
subdivision of the State of California

[Principal Name]
Principal

ATTEST:

Chief Deputy City Clerk

APPROVED AS TO FORM:

Risk Manager

City Attorney

EXHIBIT "A"

SERVICES TO BE PERFORMED

To be finalized during contracting stage

EXHIBIT "B"

PAYMENT TERMS

To be finalized during contracting stage

EXHIBIT "C"

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contact insurance 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 the Consultant, his/her agents, representatives, or employees. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
 2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
 5. Cyber Liability Insurance, Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability - \$2,000,000 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 this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
6. Cyber Liability- \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

1. Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as

ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However,

failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.