



REQUEST FOR INFORMATION

Enterprise Resource Planning Assessment

Deadline:

November 04, 2016 at 5:00 pm

For questions regarding this RFI please contact:

Ian Cozens

icozens@indio.org

(760) 391-4100

A decorative graphic at the bottom of the page consists of three overlapping circles. Each circle contains a light-colored spiral pattern. The circles are arranged in a row, with the leftmost one being the largest, the middle one being medium-sized, and the rightmost one being the smallest.

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1.1 Definitions

For the purposes of this RFI, the following terms shall have the meanings indicated:

“City” means the City of Indio

“City Council” means the Council of the City of Indio

“Bidder”, “Vendor”, “Supplier”, “Consultant”, “Contractor” and “Subrecipient” are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.

2.1 Introduction

This section provides a brief overview of the project at hand, including descriptions of the City, the Information Services Department, and the desired professional services.

2.2 Opportunity

The City of Indio, CA is soliciting proposals for professional services conducting a needs assessment related to the functional requirements of an upgrade or replacement Enterprise Resource Planning (ERP) application, including but not limited to Financials, Human Resources, and Permitting. The Consultant will be expected to provide professional services and deliverables, and provide expert guidance and assistance to the City staff involved with this project. A Request for Information (RFI) shall be prepared seeking qualified vendors for an upgraded or replacement system.

2.3 Background

City of Indio

Incorporated in 1930, Indio operates under a Council- Manager form of governance with a workforce of approximately 250 full-time and part-time employees combined. Boasting a population of just under 90,000 residents, it is the largest city in Coachella Valley. Indio is a full service city, offering its residents both a Police department, a municipal water agency, an extensive public park system, and is known as the City of Festivals for the multitude of music and community festivals and programs throughout the year.

Information Technology Department

The City of Indio Information Technology Department (ITD) implements and maintains secure, reliable, and customer-oriented information technology solutions. In the most strategic, cost effective and efficient manner, ITD provides internal support with the City’s networks, desktops, and telephones. These services reinforce the City’s goals, increase operational efficiency, and promote the enhancement of the overall quality of life for our residents.

2.4 Existing Enterprise Resource Planning Applications

The City currently uses SunGard Naviline and is running on version 9.1. The Naviline enterprise application is a citywide solution that manages all aspects of Purchasing, Payroll, General Ledger, Asset Management, Benefits, Workforce Data Management, Workforce Development, Compensation Management, and Budgeting. For Permitting the City currently uses HDL's Permit System. The City is seeking professional services to conduct a needs assessment related to the functional requirements of an upgraded or replacement Enterprise Resource Planning (ERP) application and Permitting systems and the preparation of a Request for Information (RFI) seeking qualified vendors for an upgrade or replacement of the systems.

2.5 Environment

2.5.1 Infrastructure

The City's network consists primarily of Cisco switches connecting remote locations via TCP/IP over licensed wireless connections. The majority of workstations connect at or above 100Mb/sec. The City operates primarily in a Windows Server environment, with Servers ranging from Windows Server 2003 to Windows Server 2012 R2. We operate several enterprise databases including implementations of SQL Server 2008 or above.

2.5.2 Desktop

The City's desktop environment consists primarily of HP or Lenovo Workstations running Windows 7 Professional or newer operating systems. These systems typically run Microsoft Internet Explorer 9 or newer, but may also utilize current Google Chrome Internet browser. The standard software package includes Microsoft Office 2010 or newer and uses Microsoft Outlook 2010 or newer as an email client.

2.5.3 Website

The City's website is currently hosted externally by Civica. Any web pages built into the proposed solution must be able to be designed to look like the City Website.

3.1 Professional Services Requirements

This section outlines the minimum deliverables of the professional services being requested by the City.

It is expected that the selected Consultant will have demonstrated through personal interview, submission of a sample methodology and reference calls the necessary experience and expertise needed to conduct and complete this project.

3.2 General Requirements

- A. The Consultant shall review the City's existing systems, costs, resources and activities as they relate to the common functions and features of an ERP and Permitting applications.
- B. The Consultant will interview key City staff in various departments and business functions regarding the use of the current systems and manual business processes as they relate to ERP and Permitting functionality.
- C. The Consultant will identify other concepts and possible municipal uses of common ERP and Permitting functionality.
- D. The Consultant will tabulate results and provide a detailed written draft assessment of the information gathered. The assessment will be based on the interviews and research performed by the Consultant. The assessment will discuss the ERP and Permitting objectives and requirements as well as opportunities for business process changes that will assist in the adoption of best practices common to ERP and Permitting applications.
- E. The Consultant will draft a Request for Information (RFI) seeking qualified vendors for an upgrade or replacement of the systems.

4.1 Proposal Logistics

This section defines the logistics pertinent to this RFI. It lays out key dates, required pre-qualifications, the proposal format, submittal information, Insurance requirements, and other submittal scoring and selection information.

4.2 Key Dates

These are the key proposed dates of this RFI and its Award.

	Event	Event Date
1.	Issue RFI	Oct 07, 2016
2.	Receive responses to RFI	Nov 04, 2016
3.	Select Consultant and Prepare Council Report	Nov, 2016
4.	City Council Award	Nov, 2016
5.	Execute Professional Services Agreement to Awarded Consultant	Nov, 2016
6.	Consultant on-site – project start	Jan, 2017
7.	Project Completion	Jun, 2017

4.3 Pre-Qualifications

In order to qualify to bid for this project the proposing vendor should have a demonstrated track record with cities and other local government agencies including:

- a. At least 10 municipal projects AND
- b. At least one city serving a population greater than 40,000 AND
- c. At least one agency serving a population greater than 75,000

4.4 Proposal Format

4.4.1 Proposal Format

Briefly describe the services you are prepared to provide to fully meet the needs of the City to conduct a needs assessment related to the functional requirements of an upgrade or replacement Enterprise Resource Planning (ERP) application. Proposal is to be organized into the following Sections:

Section	Title
1	Letter of transmittal
2	Executive Overview
3	Company History
4	Experience
5	Personnel
6	References

7	Services - Provide a proposed Exhibit A – Scope of Work
8	Work Plan - Provide a proposed Exhibit B– Project Time Schedule
9	Compensation - Provide a proposed Exhibit C - Fixed Project Costs

4.4.2 Letter of Transmittal

Provide a letter of transmittal introducing your company and your proposal.

4.4.3 Executive Overview

Response should include an Executive Overview/Summary (approximately 5 to 10 pages) of the proposed service describing the approach, methodology, City’s responsibilities and overall schedule and cost.

4.4.4 Company History

Provide a brief history of the company, the current corporate environment, the core business philosophy, and any other pertinent historical information about your company.

4.4.5 Experience

Provide a description of similar relevant work performed and contact information for three (3) or more recent references. References for other local government agencies are especially relevant.

4.4.6 Personnel

Provide names and backgrounds of lead individuals that will be working on this Project and the percent of their time dedicated to this project. Provide specific information, including:

- 4.4.6.1 Indicate where staff will be located and percentage of time they will be in Indio.
- 4.4.6.2 As the City will provide office space, please delineate what are your office space requirements as to size and number of desks.

4.4.7 References

Provide a list of 3-5 customers who have contracted with your firm for the requested services. The list should include the following:

- 4.4.7.1 Company name
- 4.4.7.2 Contact name
- 4.4.7.3 Contact’s title
- 4.4.7.4 Contact Information (address, phone number and e-mail address)
- 4.4.7.5 Description of effort
- 4.4.7.6 Timeframe of effort
- 4.4.7.7 Cost of effort

4.4.8 Services

Provide a proposed scope of work, detailing the services you are proposing. Include your intended approach to address our requirements and details about the professional services that your document is proposing.

4.4.9 Work Plan

Provide a proposed project time schedule, detailing the time necessary for each phase of the services you are proposing

4.4.10 Compensation

Provide a fixed cost proposal inclusive of labor, materials, travel, disposal, and taxes.

4.5 Contract Terms

The Agreement for Professional Services contract form is attached to this RFI as Exhibit D. Proposer must indicate any exceptions to the City of Indio contract terms. Proposers are advised that if such exceptions are found by the City to be unacceptable to the City, the proposal may be rejected on that basis.

4.6 Non-Appropriation of Funds

The continuation of this contract into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract. If the City, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

4.7 Budgeted Funds

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by the City for said project. In the event the total amount of the contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that the City shall not be liable for the amount of such increase until and unless said budget is amended as provided by the City to allow for such an increased amount.

4.8 Additional Information

Respondent(s) may provide additional information that is relevant to this proposal for consideration. Additional information must be limited to two pages or less.

4.9 Insurance and Indemnification Requirements

Indemnification and insurance requirements, including the required insurance documentation, are set forth in Attachment B. Upon award of the contract, insurance documentation in a form acceptable to the City Attorney or City Risk Manager must be submitted no later than 10 business days after Notice of Award of Contract, and prior to the City of Indio's execution of the Agreement.

4.10 Submittal

Please provide one original and 3 hardcopies of your proposal plus one Adobe pdf copy to City of Indio addressed to:

Ian Cozens
Information Technology
Manager
City of Indio
100 Civic Center Mall
Indio, CA 92201

Proposals must be received no later than November 04, 2016, at 5:00 PM Pacific Daylight Time.

The proposal must be received in hardcopy at the above address by the closing date and time. Firms mailing or shipping their proposals must allow sufficient delivery time to ensure timely receipt of their proposals by the time specified. Late proposals will not be accepted.

Proposals may be e-mailed in PDF to icozens@indio.org to meet the deadline, but must be followed-up by one original and five (5) hardcopies within 24 hours of the deadline date and time.

Proposals shall be considered firm offers valid for a period of 90 calendar days from the Proposal deadline.

The City reserves the right to reject any and all proposals, to award all or any individual part/item of the Proposal, to waive any

informalities or information in any proposal, and to make an award in the best interest of the City. Proposals shall be submitted on recycled paper wherever possible.

If you have any questions regarding this Request for Information please contact: Ian Cozens at icozens@indio.org or by phone at (760) 391-4100.

4.11 Proposal Opening

Proposals will be opened and evaluated by the evaluation team after the submittal date has closed. Responders are cautioned that the Agreement, and the Proposals submitted are public records in accordance with the California Public Records Act (Government Code Section 6250 et seq.). At the conclusion of the Department’s evaluation, the Proposals become subject to public review.

4.12 Selection Process

Proposals received by the City will be reviewed and evaluated according to the following categories (not in any particular order):

	Criteria	Evaluation Percent
1	Approach and understanding of requirements	25%
2	Qualifications and experience	25%
3	Ability to meet proposed schedule	20%
4	Cost	30%

The top two or three proposers may be requested to attend a final interview with our selection committee.

4.13 Right to Reject All Proposals

The City reserves the right to reject all bids for any reason whether or not said bids are responsive or non-responsive. The City reserves the right to reject any bid that is non-responsive to this RFI. The City may, but shall not be required to, solicit additional information, orally or in writing, from one or more of the applicants relating to the content of their proposal(s). The City may, but shall not be required to, meet with one or more of the applicants prior to a preliminary selection of one or more applicants with which the City may choose to negotiate.

4.14 Use of Vendor Proposal and Accompanying Material

All material submitted becomes the property of the City of Indio and will not be returned to the vendor unless requested. The proposals submitted may be reviewed and/or evaluated by persons internal or external to the City at the discretion of the City.

4.15 RFI Addenda

The City reserves the right to revise the RFI and/or to issue addenda to the RFI. The City also reserves the right to cancel or to reissue the RFI in whole or in part, prior to execution of a contract. During the proposal period, the City may advise all vendors by addenda of additions, deletions, or alterations in the proposal guidelines. All addenda shall be acknowledged in the proposals. The addenda shall become a part of these proposal guidelines as if originally included therein.

4.16 Obligation to Contract

This RFI does not obligate the City to contract for services specified herein.

4.17 Proposal Preparation Costs and Expense

The City will not be liable for any costs incurred by the Proposer in responding to the RFI, presentations or any other activities related to responding to this RFI proposal and/or demonstration expenses.

4.18 Form of Agreement

The contents of this RFI, RFI Addenda, and the proposal document of the successful Proposer shall become contractual obligations as part of the contract if acquisition action ensues. Failure of successful vendor to accept these obligations in a contractual agreement shall result in cancellation of award. The City reserves the right to negotiate provisions in addition to those stipulated in this RFI or proposed by vendor for the purpose of obtaining the best possible offer. The proposed Professional Services Agreement is included in Attachment A to this Request for Information.

4.19 Public Records Act

All responses to this Request for Information will become the property of the City of Indio and will be retained or disposed of accordingly. Therefore, the Proposer is cautioned to identify on its Proposal any data that the Responder believes to be exempt from the publication under the Public Records Act. If Responder claims a privilege against public disclosure or otherwise objects to the records' disclosure, then the City may either decline to produce the requested information or redact portions of the documents and produce the redacted records. By submitting a proposal, the Responder agrees that it shall indemnify, defend and hold the City harmless from all liability, claims, suits, demands, damages, fines, penalties, costs or expenses arising out of or alleging the City's refusal to publicly disclose one or more records that the Responder identifies as protectable, or asserts is protectable.

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

PROJECT TIME SCHEDULE

EXHIBIT C

CONSIDERATION - FIXED PROJECT COSTS

EXHIBIT D

Professional Services Agreement Sample

This section holds a sample Professional Services Agreement (PSA).

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, _____, by and between the City of Indio, a municipal corporation ("City") and _____ ("Consultant").

RECITALS

A. City desires to obtain services that may be reasonably described as follows:

_____.

B. Consultant represents that it is qualified by virtue of experience, training, education and expertise to provide these services and is able to perform the Scope of Work.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Consultant's Scope of Work. Consultant shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions ("Scope or Work" or services).

Section 2. Term of Agreement. This Agreement shall commence on _____ and shall terminate on _____, unless sooner terminated by the City.

Section 3. Time of Performance. Consultant shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Consultant shall complete the services in conformance with the timeline set forth in Exhibit B.

Section 4. Compensation.

(a) City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in Exhibit C ("Consideration"). Said Consideration shall constitute reimbursement of Contactor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the

Consultant be paid more than \$_____ (which includes expenses and additional services (if any) during the term of this Agreement.

(b) Unless expressly provided for in Exhibit B, Consultant shall not be entitled to reimbursement for any expenses. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

(c) City may request additional services under this Agreement. All such work, however, must be authorized in writing by the City's_____ prior to commencement. Consultant shall perform such services, and City shall pay for such additional services in accordance with fee schedule set forth in Exhibit B, or as otherwise agreed upon by the parties. Any work incurred by Consultant which is not expressly authorized by this Agreement will not be reimbursed by City.

Section 5. Method of Payment. City shall pay Consultant in accord with the schedule of compensation attached hereto, if any, and/or per monthly invoices submitted by Consultant in a form approved by City's Finance Director ("Invoices"). City shall review, approve and pay such undisputed amounts on said Invoices within a reasonable time after City's receipt of same.

Section 6. Independent Consultant. The parties agree, understand and acknowledge that Consultant is not an employee of the City, but is solely an independent Consultant. Consultant expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Consultant shall not be in any way an employee of the City. As such, Consultant shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as otherwise provided herein. Consultant 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 City.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

(a) Consultant's responsible principal, _____, shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be _____ who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 11. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 12. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) If this box is checked, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of Two Million Dollars (\$2,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Consultant shall require each of its sub-contractors (if any) to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The City's Risk Manager may, in writing, amend and/or waive the insurance provisions set forth in paragraph (a) herein. In such case, the Consultant shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide or by an insurer acceptable to the City's Risk Manager.

(e) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(f) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form approved by the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance and vehicle insurance shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by Consultant shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 13. Indemnification. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims" hereinafter), Consultant shall defend, hold harmless and indemnify the City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent Consultants in the role of City officials (collectively, "Indemnitees"), Indemnitees with respect to any and all Claims, including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of attorneys' fees, and other related costs and expenses. With respect such Claims, Consultant shall defend City, with counsel of City's choice, at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Consultant shall reimburse City for any and all legal expenses and costs actually incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or City. All duties of Consultant under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon fifteen calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation. Upon termination, Consultant shall provide to City any and all Documents, whether in draft or final

form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for City's non-payment upon an Invoice within sixty (60) days of City's receipt thereof.

Section 15. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's Scope of Work.

Section 16. Information and Documents. All documents, data, studies, surveys, drawings, maps, models, photographs, presentations, records and reports prepared for City in connection with this Agreement ("Documents") shall become the property of City, and City may use all or any portion of the work submitted by Consultant pursuant to this Agreement as City deems appropriate. Consultant may, however, make and retain such copies of said Documents, as Consultant may desire.

Section 17. Changes in the Scope of Work. City shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by Consultant must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

If to City:

City Manager
100 Civic Center Mall
P.O. Drawer 1788
Indio, California 92201
Fax: (760) 342-6597

If to Consultant:

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Consultant.

Section 23. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 24. Equal Employment Opportunity. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 25. Prevailing Wage and Payroll Records. [Check if Applicable]

Notice is hereby given that in accord with California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), Consultant is required to pay not less than the general prevailing rate of per *diem* wages for work of a similar character in the locality in which Consultant’s Services pursuant to this Agreement are performed, and not less than the general prevailing rate of per *diem* wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per *diem* wages. Copies of the State prevailing wage rates and the latest revisions thereto are available on the Internet at www.dir.ca.gov.

(a) Covenant to Comply. Consultant covenants that it shall fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). For purposes of this Section 25(a) only, the term “subcontractors” shall not include suppliers, manufacturers, or distributors. Consultant further covenants that it shall take all practicable steps to ensure that its subcontractors comply with Prevailing Wage Laws if applicable to work performed by subcontractors. References to “Covered Services” hereinafter shall designate such Services as are subject to Prevailing Wage Laws.

(b) Payroll Records. Consultant and all subcontractors performing Covered Services shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per *diem* wages paid to each journeyman, apprentice, or other employee. All payroll records shall be certified as being true and correct by Consultant or the subcontractors performing Covered Services keeping such records; and the payroll records shall be available for inspection at all reasonable hours at Consultant’s principal office.

Section 26. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any

of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED this _____ day of _____ 20____, at Indio, California.

CITY OF INDIO

ATTEST:

CYNTHIA HERNANDEZ
City Clerk

CONSULTANT:

Name:
Title:

Name:
Title:

APPROVED AS TO FORM

ROXANNE M. DIAZ
City Attorney

