CITY OF INDIO, CALIFORNIA

REQUEST FOR PROPOSALS

Fiber Master Plan (FMP)

Release Date: January 15, 2020

Submittal Deadline
February 24, 2020
4:00 PM PDT
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SUMMARY OF REQUEST FOR PROPOSAL

The City of Indio, California is soliciting proposals in order to identify qualified individuals, firms or teams of firms to provide professional services to the City for the preparation of a Fiber Master Plan for the City of Indio. The selected consultant will be one that has demonstrated experience, qualifications and knowledge in the preparation of a city-wide fiber master plan. The purpose of this Request for Proposal (RFP) is to solicit responses from individuals, firms, or teams of firms that desire to be considered for this project.

CITY BACKGROUND

The City of Indio is located in Riverside County, California in the Coachella Valley of Southern California’s Colorado Desert region. The City’s nickname is the “The City of Festivals”, reflecting the multitude of music and community festivals and programs throughout the year, most notably the Coachella Valley Music and Arts Festival.

Incorporated in 1930, the City operates under a City Council-City Manager form of government with five elected members of the City Council served by a City Manager and staff and City Attorney. The five Councilmembers represent specific districts within the City and are elected for four-year terms. The City has approximately 300 full-time and part-time employees combined and a population of just under 90,000 residents. Indio is a full-service city providing residents with diverse public services including police and fire, water, public parks and community services (i.e. senior center and teen center), economic development, housing and neighborhood services, building and safety, planning and public works.

As it relates to the water authority, the City created the Indio Water Authority (IWA) as a Joint Powers Authority in 2000. IWA manages the City’s water enterprise fund that delivers water to approximately 23,000 service connections within the City of Indio. With direction from the City Council, the IWA Board is responsible for the implementation of all municipal water programs and services. The Board is comprised of the five members of the Indio City Council. The IWA General Manager reports to the IWA Executive Director/City Manager.

GENERAL DESCRIPTION OF PROJECT

The City of Indio, California is issuing this Request for Proposals (RFP) to identify qualified individuals, firms or team of firms for the preparation of a Fiber Master Plan (FMP) for the City. The City of Indio has identified the importance of encouraging the development of reliable and cost-effective next generation broadband (“broadband”) services. The City seeks an individual, firm or team of firms that has specific and demonstrated experience in the preparation of a fiber master plan. As such, the City’s approved Fiscal Year 2019/2020 budget includes funding for the evaluation and development of strategies for the short-term and long-term development of advanced broadband services within the City. “Next generation” broadband services are becoming available in a number of cities...
and it is anticipated that “next generation” broadband services have a net positive economic and social impact to local economies, while enhancing a community’s quality of life through expanded innovation opportunities, workforce development training, the narrowing of the digital and/or economic divide, and improved organizational operation efficiencies.

The City of Indio’s Fiber Master Plan upon completion will:

- Develop a greater understanding with residents, businesses and other governmental entities regarding the need and value of next generation high-speed broadband service.

- Engage and educates specific and general members of the public regarding the technology of delivering broadband.

- Determine the community’s needs and desires regarding broadband.

- Research and evaluate the current supply of broadband communications assets products and services in the City and region.

- Create a structured evaluation of the wide range of strategies available to the City to facilitate the availability of “Next Generation” broadband service in Indio. This will include inventory of assets, objective market demand research, financial modeling and feasibility.

- Analyze implementation scenarios evaluated through modeling, fiscal analysis and strategies for policies and business practices.

**OPPORTUNITY STATEMENT**

Fiber is the gold standard for municipal communications, broadband services, and Internet access. Fiber is used to transmit large amounts of data securely over long distances with high reliability. It is flexible to support a wide range of applications and scalable to support nearly unlimited capacity and speed. It is considered a capital infrastructure asset similar to water, road, and electric infrastructure and has a lifespan of up to 50 years. These networks are becoming increasingly important to cope with the rapid growth in connected devices, from utility assets, to streetlights, to traffic signals, to surveillance cameras. Cities that help directly and indirectly to develop these networks are able to accommodate these “smart city” technologies that make them more efficient, reduce costs, increase the value they deliver to their constituents, and control their own destinies around these key issues. The enhancement of local broadband services in their communities, to support the needs of residents, businesses, and community organizations.
A robust fiber network in Indio can become a long-term asset that supports and enhances the communications and technology needs of the City and its community. This network will foster the opportunity to make Indio one of the more connected communities in Coachella Valley and Southern California. Become a city where innovative technology and communications services are tested and deployed by leading providers. It will also support the goal to ensure Indio’s citizens and businesses are able to take advantage of all opportunities that the Internet has to offer. The fiber network will become a key resource that the City, in partnership with the private sector, will leverage to drive value across a range of municipal and community functions, from economic development, to education, healthcare, and general quality of life. The development of this network presents an opportunity for the City and private providers to work together to bring the latest fiber to the premise technologies to residents and businesses. By lowering cost barriers to deploy fiber to the-premise networks, the City can take an active role by developing public-private partnerships with competitive broadband providers. If successful, these partnerships will yield positive economic and social benefits to the Indio community.

**Municipal & Smart City Services**

A robust fiber network will support the City’s current and future operations and be used as an asset to continue to drive efficiencies, reduce cost, and expand capabilities and provided community services. With an eye towards the future, many applications and services that are collectively referred to as “Smart City” efforts are not possible without a well-designed fiber backbone. This backbone serves as a means of robust data collection and support infrastructure for identifying problems through data analysis.

**Economic Development**

Economic development will become a key beneficiary of the fiber network. A robust fiber network in the City will be a tool to reduce the cost of doing business in the City while enabling high-speed Internet connectivity to attract and retain business. This network will provide a gateway to numerous broadband, cloud, and application providers, increasing the choices local businesses have for their communications and technology needs. The City will be able to actively market areas of Indio as “fiber ready” and provide prospective businesses with a range of available providers. The City will also be able to develop strategic partnerships with current and future broadband providers to market the benefits of a strong fiber network to current and future businesses.

**Education (School Districts)**

A robust fiber network will provide a platform of advanced connectivity to support educational needs. Educational institutions around the country have become one of the greatest beneficiaries of strong fiber networks. As schools increase the amount of online learning programs and tools, they need high-speed, reliable connectivity for their students, teachers, and administrators.
Public Safety

Public safety agencies will benefit from additional connectivity to interconnect agencies with one another and provide added redundancy for mission critical applications. These agencies can benefit from the enhanced speeds and reliability that will come from a strong and accessible fiber network and may utilize its capacity to interconnect their organizations to one another and realize include enhanced dispatch abilities and improved communication in the event of an emergency, while preserving opportunities for future enhancement.

Healthcare

Healthcare organizations are carrying out more of their business operations online. With the transition to electronic healthcare, these organizations and the residents they serve require access to high quality, reliable broadband services. As more virtual healthcare and telehealth services are deployed into residents’ homes, these organizations will rely on their connectivity to ensure the health of their patients, which requires high quality broadband for healthcare organizations themselves and within patients’ homes. A strong and accessible fiber network will have future capabilities and capacity to support Indio’s current and future healthcare organizations, enabling them with fiber connectivity to interconnect hospitals, doctor’s offices, clinics, and imaging centers, supporting their implementation of digital healthcare programs for Indio’s citizens.

MINIMUM RESPONDER REQUIREMENTS

Minimum requirements for submittal of a proposal in response to this RFP include the following:

1. Demonstrated understanding of fiber/broadband infrastructure planning, development and implementation, theory and practice, research methods, group consensus building, reporting and presenting.

2. Demonstrated experience in community engagement, information gathering and information sharing.

3. Demonstrated experience, competence, and qualifications of the consultant and the participating staff successfully providing similar services to public entities.

4. Demonstrated experience in technical analysis, fiscal analysis and modeling, policy and business practice evaluation and strategic planning as required by the RFP.

5. Understanding of the requested services and appropriateness of the proposed work program.
6. Ability to perform the work in a timely manner and availability of staff and contingency plans.

**TENTATIVE SCHEDULE**

The following table provides the tentative schedule for this project. Any change in the scheduled dates will be advertised in the form of an addendum to this RFP.

**NOTE:** All dates/times are subject to change at the City’s discretion.

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**Please Note:** All contracted work shall be completed by December 21, 2020. Please note that unless future action is taken by the Indio City Council to provide additional funding in the Fiscal Year 2020/2021 budget, there shall be no additional funding for this project. Please be advised that responders to this RFP should not in any way assume that there will be any future funding available in preparing their submittals.

**QUESTIONS**

All questions regarding this RFP shall be submitted in writing by email to the RFP Coordinator, Kevin Snyder, AICP, Community Development Director, at ksynder@indio.org. The date and time when questions must be submitted are shown in the “Tentative Schedule” section of this RFP. Questions with their answers will be posted on the City website by the date and time set forth in this RFP.

**ADDENDUMS AND NO CONTACT CLAUSE**

The full content of the RFP is available through the City website at www.indio.org at http://indio.org/business/request_for_proposals_rfps.htm. If addendums are necessary, they will be posted on this webpage. This webpage will also be used to provide any other information regarding the RFP.
It is the Proposer’s sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of Proposer to return signed addenda, when required, may be cause for rejection of his/her proposal. Please note that any inquiries for additional information or clarification will be provided to all other interested parties via posting on the City’s web site page for Requests for Proposals.

Proposer contact with any person(s) in the City other than the RFP Coordinator is expressly forbidden and may result in disqualification of the Proposer’s bid.

**SUBMITTAL PROCEDURES**

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City’s sole discretion. Sealed Proposals shall be mailed or delivered to City of Indio, City Clerk’s Office, 100 Civic Center Mall, Indio, CA 92201 no later than FEBRUARY 24, 2020 at 4:00 PM PST. Proposals shall be labeled “SEALED PROPOSAL FOR CITY OF INDIO FIBER MASTER PLAN”. No information submitted by facsimile or electronic mail will be accepted unless otherwise requested by the City during the proposal review process. Late proposals – those received after the specified due date and time - will not be accepted.

Proposers must submit one (1) identified original copy, ten (10) copies of the proposal and one (1) electronic copy of the proposal including any attachments. The proposal shall be accompanied by a cover letter signed by a representative who is authorized to contractually bind the Proposer.

**CONTRACT AMOUNT**

The contract amount shall be a not to exceed amount of $125,000.00 as authorized by the Indio City Council through its adoption of the Fiscal Year 2019/2020 budget. All contracted work shall be completed by December 14, 2020 unless future action is taken by the Indio City Council to provide additional funding in the Fiscal Year 2020/2021 budget. Please be advised that responders to this RFP should not in any way assume that there will be any future funding available in preparing their submittals.

**SUBMITTAL REQUIREMENTS**

Consultants interested in providing these services must prepare and submit a Proposal that includes the following minimum information:

**Cover Letter:**

The cover letter shall include the title of the RFP, the name and mailing address of the individual or firm that is responding (include physical location if mailing address is a PO
Box) and the name, title, email address, telephone number, and fax number for the
specified contact person. The cover letter shall state the proposer’s federal and state
taxpayer identification numbers. The cover letter shall provide a concise summary of the
firm’s experience and capabilities to perform the work tasks specified in the RFP. The
Cover Letter shall be signed by an officer empowered by the Proposer to sign such
material and thereby commit the Proposer to the obligations contained in the RFP
response. Further, the signing and submission of a response shall indicate the intention
of the Proposer to adhere to the provisions described in this RFP, as well as a
commitment to enter a binding contract. The cover letter will contain a statement that the
submitted RFP response will remain valid for one hundred twenty (120) days following the
closing date for the receipt of proposals.

Approach to Services:

Provide a narrative statement demonstrating an understanding of the overall intent of this
RFP, as well as the methods used to complete assigned tasks. Identify any issues or
concerns of significance that may be appropriate. List any changes, modifications, or
enhancements to the Deliverables. Please include any suggested changes that may
streamline the process resulting in a cost savings.

Consultant Qualifications:

This section shall describe the areas of expertise of current permanent staff and the scope
of services that can be provided by the firm without the services of an outside consultant
under the consultant’s direction.

Key Personnel:

Include a proposed project management structure. Identify the key contact for the project
and all personnel who will be assigned to work on this project, including a description of
their abilities, qualifications, and experience. A meeting facilitator shall be included as part
of the project team. Include resumes for all key individuals.

There can be no change of key personnel once the proposal is submitted without the prior
approval of the City of Indio.

Subcontractors:

Identify any portion of the scope of work that will be subcontracted. Include firm
qualifications and key personnel, telephone number and contact person for all
subcontractors. The City of Indio reserves the right to approve or reject all consultants or

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1 The City will use email to notify you or your firm of critical developments such as interview schedules, notification of
selection/non-selection, etc.; therefore, it is essential that you identify a contact person who has frequent access to
email. The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals’ failure to
retrieve email messages; the City will not attempt to re-deliver any messages that fail due to no fault of the City.
internal staff performing consulting services, proposed by the consultant during or after the consultant review and selection process.

**Project Organizational Chart:**

Provide a detailed project organizational chart demonstrating the roles and responsibilities of all involved parties including City of Indio personnel.

**Project Work Plan:**

Provide a description of project understanding, detailed work approach and methodology. The work plan shall list specific tasks and any specific considerations, options, or alternatives.

**Exceptions:**

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the professional services agreement. The nature and scope of the proposed exceptions may affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with the individual or firm.

**Project Schedule:**

Propose a detailed timeline for completion for the Strategic Plan including start date, tasks, milestones, and target date of completion. Any assumptions regarding turnaround time for City Council or City staff review should be clearly noted.

**Fee Information:**

Provide a detailed fee proposal by task for the services identified in the scope of services section of this proposal. Identify sub-tasks and the respective cost in the fee proposal as necessary. This section of the proposal shall include a professional fee schedule (hourly fee chart) for the consultant’s personnel and the subcontractor’s key personnel identified above who would be working on this project. Hourly fees for additional or optional services that may be required shall also be included. Unless specified in the submittals, the professional fee schedule shall include any costs associated with complying with the City’s insurance requirements. The fee proposal shall specify all estimated expenses.

**NOTE:** Pricing shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

**Sustainability:**

Provide an overview of the firm’s philosophy and approach to Sustainability. In no more than one (1) page, please describe how your firm strives to be sustainable in the use of materials, equipment, vehicles, fuel, recycling, office practices, etc.
References:

A list of projects completed by the proposer under which services similar to those required by this RFP were preformed shall be listed in your proposal. An emphasis should be placed on projects undertaken within the last 5 years and those projects undertaken for public agencies located in similar sized communities in California or other western states. Include a brief description of the services, dates the services were provided, and name and telephone number or references familiar with the services provided.

Interview Availability:

Provide a written statement agreeing that proposers may be requested to be available for an interview in the City of Indio as part of the City’s final selection process and agreeing that the lead members of the consulting team will attend any interviews scheduled with the City of Indio.

Required Statements:

This section must include the following statements:

A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and / or number).

B. Identification of any prior or pending litigation against Proposer.

C. Disclosure of any bankruptcy or insolvency proceedings in the last ten (10) years.

D. A statement indicating the proposal remains valid for at least 120 days.

E. A statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g., employment by the City).

F. Provide a statement attesting there has been no collusion in the preparation and / or submission of the proposal.

Each response to this RFP shall include the information described in this section in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal at the City’s sole discretion. Any and all costs incurred in the preparation and presentation of this submittal shall be borne solely by the respondent. All submittals shall become the property of the City of Indio and will not be returned. All copies of the proposal shall be bound or contained in loose-leaf binders. Document pages shall be 8-1/2 inches by 11
inches in size or folded to such a size. Use of section dividers, tabbed in accordance with this Section as specified below, is permissible.

The City reserves the right to request additional information that, in the City’s opinion, is necessary to ensure that the Proposer’s competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

**AGREEMENT FOR PROFESSIONAL SERVICES**

The City of Indio’s Agreement for Professional Services (Appendix A) is included for review and comment. The Respondent’s submission of a proposal indicates Respondent’s compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the proposal. The City reserves the right to make any revisions to the proposed professional services agreement and to negotiate such agreement with the successful Respondent.

**REVIEW AND ASSESSMENT**

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with the requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City.

The City at its sole discretion may request one or more RFP responders to be available for and participate in an interview in the City of Indio as part of the City’s final selection process. The City will provide timely notice of its intent to hold interviews including date(s), time(s) and location.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. City staff may request additional clarifying information from any or all Respondents during the review process. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

**AWARD OF CONTRACT**

Based on the outcome of the evaluation committee’s evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Indio City Council. Selection of a respondent with whom the City enters into contract negotiations with or a
recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement in Appendix A.

**GENERAL TERMS AND CONDITIONS**

**Proposal Preparation Costs:**

Each respondent understands and agrees that the City, its departments, their officers, employees or agents shall not be liable for:

A. Any and all costs incurred by a respondent in the preparation, delivery or presentation of a proposal.

B. Any costs incurred by a respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City.

C. Any errors, inaccuracies or misstatements related to the information or data supplied to any consultant by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the firm in the preparation of a proposal pursuant to this Request for Proposal only.

**Additional Items:**

In addition, each respondent understands and agrees to the following:

A. The selected firm must be able to meet all City business licensing, insurance requirements and provisions.

B. The selected firm shall comply with any and all applicable Federal and State laws applicable to the services.

C. All proposals submitted to the City in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

D. The City reserves the right to request additional information from any or all of the respondents.

E. Late or incomplete proposals will not be considered; the City shall have sole discretion in determining the completeness of each proposal.

F. The City reserves the right to contact current or past clients for references.

G. The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the
proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

H. The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein.

I. The terms and scope of the agreement will be determined on the basis of professional negotiations between the City and the Respondent. If the City and the Respondent fail to reach a contractual agreement, the City may negotiate with another Respondent to this RFP.

J. The City reserves the right to seek new proposals if and when it determines that it is in the City’s best interest to do so.

K. All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of proposals.

**SCOPE OF SERVICES**

The overall responsibility and scope of work for the Consultant is to prepare a Fiber Master Plan for the City of Indio that evaluates existing and future conditions, analyzes local opportunities and constraints, determines future market conditions and proposes realistic and attainable strategies and performance based implementation measures. The Consultant shall provide professional services to support the following tasks:

**Task 1 – Project Kick-Off Meeting**

Facilitate a kick-off meeting between the Consultant and City representatives. Prepare and transmit a draft Project Management Plan (PMP) prior to the meeting. The PMP will include a schedule for all milestones and identify deliverables and progress reporting dates. Receive feedback on the draft PMP and submit a final PMP within seven (7) working days following the kick-off meeting.

**Task 2: Introductory Presentation to City Council**

Prepare for and attend one (1) scheduled City Council meeting to present an overview of the Scope of Services and project timeline and solicit input and feedback from the Council on key issues, opportunities and constraints pertaining to an enhanced fiber network in the City of Indio.

**Task 3: Current and Future Needs Assessment**

This task will identify both met and unmet broadband infrastructure, service and access needs. The Consultant will conduct market research to identify the unique needs by sector of population and/or geographical area and estimate current and future demand and take-rate assumptions by the sector(s). The market research that addresses the following sectors:
- Residential consumers
- Economically disadvantaged populations
- Large employers
- Small and medium sized businesses
- Healthcare service providers
- Multi-tenant property owners
- K-12 Education
- Higher Education
- Local government and non-profit organizations
- Businesses, residents, property owners, and developers that have interests in distinct geographic areas such as:
  - Downtown Indio
  - Festival District
  - Midtown
  - Highway 111 Corridor
  - Indio Boulevard
  - Workplace Employment District areas
  - Regional Commercial areas

The Consultant will conduct a mutually agreed upon number of stakeholder interviews with local businesses, business organizations, health care providers, educational providers, other governmental organizations, the residential and non-residential development community, the residential and non-residential brokerage community, regional site selection individuals or companies and broadband providers regarding current and future broadband needs.

The deliverable for this task will be a detailed technical memorandum addressing the previously specified information needs.

**Task 4: Inventory and Assessment of City-Owned Broadband Assets.**

The deliverable for this task will be a comprehensive inventory and assessment of broadband-relevant city-owned assets including estimated market value of these assets. This task will involve research and evaluation of the current supply of City-owned broadband communication assets, products, capacity and services in the City. When feasible, the market value of these assets shall be estimated and any external constraints on such pricing shall be identified. The consultant will work with City staff and collect independent information to assess the condition of existing infrastructure.

The consultant shall produce an inventory and assessment of current broadband infrastructure required to support deployment of a fiber optic network. Esri GIS maps of current public telecommunications broadband infrastructure from available data shall be provided.
The City wants this information to be collected, updated and organized, and for the condition, capacity and suitability of these assets to be evaluated by professionally qualified technical personnel using best engineering practices. When feasible, the market value of these assets should be estimated and any external constraints on such pricing shall be identified. This assessment will include, but not necessarily be limited to:

1. Physical inspection and evaluation (e.g. "rod and roping"), of City-owned communications conduit, including but not limited to traffic signal interconnect conduit.

2. Verification of existing documentation of City-owned fiber routes.

3. Inventory of Capital Improvement Program (CIP) Projects in progress and the projects planned for next five (5) years

4. Inventory of paving projects

5. Inventory and capacity estimate of broadband-relevant city-owned real estate, including but not limited to existing and potential wireless sites and wireline node locations (e.g. cabinets, fiber huts, data centers).

6. Inventory and capacity estimate of City-owned vertical assets outside of the public right of way (e.g. buildings, parks and open spaces).

7. Inventory and capacity estimate of City-owned vertical assets within the public right of way (e.g. traffic signals, streetlights).

8. The deliverable for this task will be a detailed technical memorandum addressing the previously specified information needs.

Task 5: Assessment of Privately and Non-City Owned Broadband Resources

The majority of the broadband infrastructure and other resources located in Indio are owned by private companies and, to a more limited extent, other public agencies. The City wishes to identify and evaluate these resources for expansion that is necessary to achieve broadband infrastructure goals. The City has identified the types of broadband resources that should be assessed, however proposers are free to add to this list or suggest ways to re-organize or recast it. These resources are believed to be:

1. Privately and publicly (non-city) owned conduit and fiber routes.

2. Aerial routes, including general condition of and access to utility poles.

3. Existing wireless telecommunications sites, including publicly available WiFi access points, cellular towers and other antenna placement locations, fixed wireless installations and technologies under development, including but not limited to narrow band systems.
4. Privately and publicly (non-city) owned data centers, Internet exchange facilities and intercity fiber route access points.

5. This assessment will include, but not necessarily be limited

6. The location, ownership and type of assets.

7. The condition of these assets.

8. The capacity levels of these assets

9. The utility of these resources is constrained by access policies, business practices or other discretionary or non-discretionary factors.

10. The cost of accessing these resources.

ESRI GIS maps of current private and non-City owned telecommunications broadband infrastructure from available data shall be provided.

The deliverable for this task will be a detailed technical memorandum addressing the previously specified information needs.

**Task 6: Assessment of City Policies and Business Practices**

The objective of this task is to assess current policies or business practices that directly or indirectly have an impact on broadband infrastructure development, deployment and use in the City of Indio. The City wishes to have (1) these policies collected, cataloged and summarized in a comprehensive manner; (information regarding potential costs and replicability of those policies for the City. These policies and business practices include but not necessarily be limited to:

1. Mission statements

2. General plan, master plans and other land use policies

3. Broadband-specific plans, policies and ordinances, including Dig once/open trench/shadow conduit/excavation policies, aesthetics policy, GIS logging and digital plan submission, and broadband infrastructure construction standards, including but not limited to conduit specifications, broadband building standards, smart building requirements, and specifications for public facilities, new construction and major remodeling projects.

4. Fiduciary requirements, constraints and procedures, including those related to City network operations and ownership, and the private use of municipal assets, including but not limited to master leases
5. Regulatory policy, including but not limited to City's currently established role, franchise compliance, enforcement liaison with other agencies, and competitive access to multiple occupancy buildings

6. Government operations, including but not limited to online access to City services, online permitting, open data and public housing facilities

Task 7: Gap Analysis

Following completion of Tasks 3-6, the next step is to identify which resources and policy are currently sufficient to increase broadband quality and access, ensure City service resilience, support business/economic development, and increase equitable growth [hereafter referred to as Indio’s fiber network goals], which are not and what additional steps are required. Specifically, the analysis shall include:

1. Identification of resources and policies that are sufficient for attaining Indio’s fiber network goals, both immediately and for the long term.

2. Identification of resource and policy gaps that constrain or inhibit attainment of Indio’s fiber network goals.

3. Identification of existing resources and policies that are currently sufficient for attaining Indio’s fiber network goals but could be better configured, managed or otherwise optimized or improved.

4. Recommendations on routes and locations of fiber infrastructure, equipment and points of connection and identify Infrastructure and technical requirements for any recommended network build.

The deliverable for this task will be a Strengths, Weaknesses, Opportunities and Threats (SWOT) matrix with supporting analysis assessing the means currently available to the City, and the additional measures required to increase broadband quality and access, ensure City service resilience, support business/ economic development, and increase equitable growth.

Task 8: Mid-Point Presentation to City Council

Prepare for and attend one (1) scheduled City Council meeting to provide an update of work efforts for Tasks 1-7 including key findings and feedback and solicit input and feedback from the Council on these findings and feedback.

Task 9: Feasibility Analysis

Develop a feasibility analysis model that will compare the various business models (strategies) across the broadband continuum. Business Models (strategies) should include at a minimum, but not be limited to:
• Status quo
• Policy change
• Dark fiber creation and leasing
• Open access
• Municipality-owned and controlled
• Public-Private Partnership(s)

This deliverable shall include, at a minimum, an analysis of feasibility issues including:

• Capital investment required (amount, timeframe, responsible party, etc.)
• Additional assets required (alignment with Asset Inventory)
• Potential Services and Partners (aligned with assessment and identifying strategic impact and cash flows)
• Operations & Maintenance (amount, timeframe, responsible party, etc.)
• Repair
• Customer Service
• Installation
• Marketing
• SG&A (personnel, professional services, supplies, etc.)
• Financials (Net Income, Balance Sheet & Cash Flow) over ten (10) years
• Additional items:
  • Due diligence on revenue and uptake rates
  • Forecasts for future utilization
  • Competition impact (risk)
  • In-depth cost analysis and leverage opportunities
  • ROI, breakeven and NPV analysis
  • Opportunity cost analysis

This task shall include identification and evaluation of relevant benchmark communities’ case studies in regards to various broadband options the City should consider.

It is the intent of this analysis to evaluate strategies that contribute to the availability of fiber-to-the-premise based next generation broadband services as well as other technologies as appropriate. This analysis should go beyond a general description of the model and speak to specific broadband applications, opportunities, challenges, and necessary success factors to help assess the degree such a model could be viable within the current context of the Indio community. Evaluation of other public-private partnership models that may be identified by the Consultant is highly desirable.

The feasibility analysis methodology should allow creation of a market-driven demand-planning tool that is flexible and allows for mutations of the various strategies depending on certain variables, rather than a detailed business plan of a single option.
For each of the broadband service models evaluated in the Feasibility Analysis develop a SWOT analysis with a minimum, but not limited to:

- Significant strategic risks
- Significant financial risks (ex. stranded assets, interest rate volatility, etc.)
- Significant operational risks (ex. video resource requirements, co-location opportunities, etc.)
- Significant technological risks (ex. fiber obsolescence, coax or DSL breakthrough, micro-trenching opportunities, etc.)
- Significant opportunities that could be accepted, encouraged or exploited
- Known ways to minimize and mitigate risks

NOTE: The City of Indio requires underground installation of all electric utility and telecommunications infrastructure. Proposals should describe the basis and methodology for estimating the physical plant construction cost assumptions used in the financial feasibility analysis. It is highly desirable that the firm has proven experience in accurately estimating design and construction costs for underground FTTP systems. It is also highly desirable the firm has practical knowledge of any innovative construction techniques that may have the potential to significantly decrease construction costs relative to those associated with convention horizontal boring techniques.

**Task 10: Draft and Final Fiber Master Plan and Executive Summary**

The Consultant shall prepare a draft version of the Executive Summary and Final Plan document that shall incorporate and include the data and analysis from the technical memorandums and other documentation derived from work performed for Tasks 1 to 9, final recommendations and implementation roadmap. The maps and any specific location data prepared for the Plan shall be GIS compatible so that construction can be coordinated with other City infrastructure projects. The Plan document shall contain the following:

- A strategic vision statement describing the City’s broadband development goals, the City’s role in achieving these goals and the general types of initiatives, such as public-private partnerships, municipally owned and managed systems and direct engagement with service providers and regulators, that the City will consider while pursuing these goals.

- An analysis of the overall broadband infrastructure available in Indio, starting with separate assessments of private and City-owned resources and proceeding to a scenario(s) involving coordinated use and possible integration of these resources.

- A proactive strategy, including recommendations for implementable initiatives, for matching the broadband infrastructure, service and access available in Indio to the City’s economic development needs, goals and plans. This strategy will include near-term measures to match available technology and resources to the City’s economic development objectives, and a long term road map that anticipates future emerging
technology, such as small cell/5G networks and the Internet of Things, and the basic infrastructure improvements, such as fiber densification and vertical asset development, that these new platforms will require.

- A public broadband access initiative that identifies key locations, including the downtown area, where wireless and/or wireline access to broadband and online services should be made available. This initiative may include WiFi hot spots, enhanced library services, public kiosks and other recommendations for improving access to telecommunications resources and Internet delivered/enabled services for all Indio residents.

- Options and recommendations for new, updated or amended City policies that will support the Plan’s strategic vision, road map, initiatives and programs.

- Financial resources and methods available to the City for broadband infrastructure development, management and utilization. This assessment will include, but not necessarily be limited to, an analysis of available grant funding, tax increment options, such as enhanced infrastructure financing districts, capital improvement funding, development loans, private investments and partnerships, and a summary of possible business models and plans.

- Implementation action plan that provides next steps for implementing the Fiber Master Plan including estimates on the cost of each implementation phase, and a conceptual road map for short-term (0-5 years), mid-term (6-10 years) and long term (10 plus years) implementation of all recommendations.

The Consultant shall be responsible for providing all reports, documents, and supporting materials to the City for future use in an electronic format that the City specifies.

**Task 11: Fiber Master Plan Review, Refinement and Adoption**

The Consultant shall prepare for and facilitate one (1) meeting with City staff to review and discuss the draft Fiber Master Plan provided to City staff for initial review. The Plan shall be revised as needed based on staff input.

The Consultant and any needed subcontractors shall prepare for and facilitate one (1) public presentations with interested citizens, businesses and organizations to review and discuss the draft Fiber Master Plan. The Consultant shall prepare a summary of key comments and concerns and shall identify potential changes to the Plan based on this input for transmittal to the City Council.

The Consultant and any needed subcontractors shall prepare for and facilitate one (1) meeting or workshops with the City Council to review and discuss the draft Fiber Master Plan.
The Consultant and any needed subcontractors shall revise the draft Plan based on City Council direction and input.

The Consultant shall prepare for and attend up to two (2) meetings of the City Council to assist the City Council and City staff in the adoption of the Fiber Master Plan.

Task 12: Project Management

Conduct project management activities including but not limited to regular correspondence with the City’s designated project manager, preparation/review/submittal of monthly invoices, preparation and submittal of monthly strategic management reports addressing current project status and issues, outstanding issues or concern and future work tasks.
APPENDIX A – CITY PROFESSIONAL SERVICES AGREEMENT

The City of Indio's current Professional Services Agreement appears on the following pages.
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 A.

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 B ("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 One Million Dollars ($1,000,000) 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-contacts (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+MII 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 or on 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

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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 that 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 journeyperson, 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