Request for Proposals (RFP)

Cost Allocation Plan, Fully-Burdened Staff Hourly and Master Fee Schedule
City of Vernon

Proposal submittal Information

Place: Finance Department
4305 Santa Fe Avenue
Vernon, CA 90058

Deadline: 2:00 pm

Date: Thursday March 14, 2013

City of Vernon

Finance Department
4305 Santa Fe Ave. Vernon CA 90058
Phone: (323) 583-8811
I. INTRODUCTION AND PROJECT

The City of Vernon ("City") invites proposals from qualified firms to perform a cost allocation plan, develop a fully-burdened staff hourly rate and update the Master Fee Schedule, and identify additional service fees charged by other surrounding cities that are not currently part of the existing Master Fee Schedule for the City.

Brief Project Description: The City desires to implement an updated Cost Allocation Plan, develop Fully Burdened Staff Hourly Rates, and update the Master Fee Schedule, and identify additional potential service fees not currently included in the Master Fee Schedule based upon a survey of surrounding cities. There is a separate scope of work for each of the four elements in the Project. The Project shall take into account direct costs, indirect costs, central support services costs, future building and equipment replacement costs, and unfunded liabilities. The City will incorporate the Cost Allocation Plan and Fully Burdened Staff Hourly Rates into grant applications, grant reimbursement claims, interfund/interagency labor distributions, and other applications where justifications require support for fully burdened labor cost charges. Accordingly, results and recommendations of the Project must comply in all respects with requirements of the California Constitution, Proposition 218, Proposition 26, and Federal OMB A-87 and ASMB C-10 reporting guidelines.

The deadline for submitting this proposal is February 22, 2013 at 2:00 p.m.

II. BACKGROUND

City History: The City of Vernon is a 5.2 square mile industrial community founded in 1905 and is located approximately 5 miles southeast of downtown Los Angeles California. Over its long history Vernon has been developed as industrial community. At the turn of the century the lands comprising Vernon were comprised largely of farmlands. The presence of three major rail lines led to influential business men and property owners to encourage the railroad companies to runs spur lines onto the farmlands. These rail extensions enabled the creation of an “exclusively industrial” city. By the 1920’s Vernon was attracting large stockyards and meatpacking facilities. In the 1930’s Vernon became the location of choice for many heavy industrial plants. As economic conditions changed over the decades, these large scale industrial operations have relocated out of Southern California and Vernon attracted smaller lighter industrial facilities. The City’s business friendly environment, low cost utilities and key location for trucking and rail transport continue to position Vernon as an ideal location for industrial uses. The City is fully built out, however as former industrial facilities are decommissioned and eventually demolished it does permit for infill development opportunities. As Vernon has developed over the past century the residential population of the City slowly declined. Today only 112 people reside within the City

City Government: The City Council consists of five members, elected from the City at-large, who serve five-year staggered terms. The City Council annually appoints a Mayor and a Mayor Pro Tem from its own membership to serve one-year terms. As a legislative body, the City Council is responsible for the enactment of local laws (Ordinances), the adoption of the annual City Budget and Capital Improvement Plan, and the review and adoption of proposed policies, agreements, contracts and other City business items.
III. **SCOPE OF SERVICES**

The City of Vernon ("City") invites proposals from qualified firms to perform a cost allocation plan, develop a fully-burdened staff hourly rate and update the Master Fee Schedule, and identify additional service fees charged by other surrounding cities that are not part of the existing Master Fee Schedule for the City.

A. General Planning and Reporting

Before commencing work, Consultant shall meet with the City Staff Team to: clarify the intended goals and purpose(s) of the Project; discuss perceived issues; gain an understanding of City operations; and establish responsibilities. During the course of the Project, the City may request periodic progress reports. In addition, Consultant shall immediately notify the Finance Director of any encountered problems.

To assure timely availability of staff and other resources, Consultant shall submit a viable work plan to the Finance Director along with a written request for documents and schedules to be prepared by staff, and the dates by which such item are required.

B. Specific Services Required of the Consultant

1. **Cost Allocation Plan**

   A. Develop a Cost Allocation Plan and create Overhead Rates including overhead rates that can be applied to contractor or consultant rates when seeking cost recovery through fees or other direct charge mechanisms.

   B. Deliver a Microsoft Excel-based model(s) to the City’s Finance Director for City’s future use.

   C. Present a preliminary Cost Allocation Plan to the City staff and modify as necessary.

   D. Present the Cost Allocation Plan to the City Council.

2. **Fully Burdened Staff Hourly Rate**

   A. Identify all staff positions whose time can properly be allocated to or among City departments, funds, programs, activities and/or fees charged for City services.

   B. Determine each staff position’s direct cost (stated in dollars and cents per hour) that includes fringe benefits (stated both in dollars and cents per hour and as a percentage of salary) and overhead rate (stated as a percentage of direct cost).

   C. Deliver a Microsoft Excel-based model(s) to the City Finance Director for the City’s future use.

   D. Present a preliminary analysis to City staff and adjust as necessary.

   E. Present the Fully Burdened Staff Hourly Rate and Contract Overhead rates analysis to the City Council.
3. **Master Fee Schedule**
   A. Update the existing Master Fee Schedule to reflect the current cost of providing services and meet the requirements embodied in Proposition 26.

   B. Prepare an Excel-based analysis that identifies each City service, its full cost, the cost currently being recovered, and the recommended cost recovery levels. For each activity, the analysis should take into consideration both direct and indirect costs.

   C. Prepare an Excel based survey that compares the City’s existing fees and service charges to similar cities selected by the City with the Consultant’s input.

   D. Deliver a Microsoft Excel-based model to the Finance Director for the City’s future use.

   E. Present initial results and recommendations to City staff and adjust as necessary.

   F. Present the proposed updated Master Fee Schedule to the City Council based upon study results. The results of performing comparative fees from surrounding cities should be part of the same City Council briefing.

4. **Additional Fees Survey**
   A. Perform a fee survey of surrounding cities to determine if there are additional services being performed that the City is not currently obtaining reimbursement.

   B. Determine the City’s cost of service for any additional fee opportunities identified.

   C. Deliver a Microsoft Excel-based model(s) to the Finance Director for the City’s future use of survey results and proposed new fee opportunities.

   D. Present initial findings and recommendations to City staff and adjust as necessary.

   E. Prepare and deliver to the City Council a presentation of findings and recommendations.

**Final Report**
Prepare and deliver to the City Council a report covering the four scopes of work items. This includes facilitating an understanding by the City Council and the Public of the methodologies, issues and recommendations resulting from the update.

**IV. WORK PRODUCTS.**
The format for all work products will be on 8-1/2” x 11”, black or color ink on white paper. The City utilizes Microsoft Office, AutoCAD and Adobe Portable Document Format (PDF) as its standard software. Final products shall be in a form that is workable, amendable, and easily reproducible.
V. **MINIMUM CONTENT OF PROPOSAL.**
The selected Consultant Team shall work with the City's personnel to ensure the highest level of accuracy.

A. **Assumptions:** Proposals should include a list of the Consultant Team's assumptions made in preparation of the proposal on a separate page entitled, "Assumptions Upon Which This Proposal is Based." This section should also specifically set forth those documents, maps, and studies which the Consultant Team expects to be provided by the City.

B. **Schedule:** Proposals should provide a detailed schedule for the completion of services. Time frames should be stated in terms of the number of calendar days or weeks required to complete the plan check tasks. All work must be completed prior to the end of Caltrans comment period.

C. **Work Plan:** Proposals shall define the concepts for conducting the work and interrelationship of all products. Define the scope of each task including the depth and scope of analysis or research proposed.

D. **Costs:** Proposals should include costs for the completion of each major task in the work program. Each task should clearly identify the Consultant Team member who will be primarily responsible for completing the task. This section should include billing and expense reimbursement rates. Costs should be segregated into a time and materials rate schedule and a not-to-exceed maximum amount for all work. Indicate hourly rates of individuals. Cost information shall be submitted in a separate sealed envelope. The City has set a budget of $50,000 for the project. Please indicate the total cost for the project and if $50,000 is insufficient please provide the reasons why additional funds are necessary.

E. **Staffing:** The project manager and key personnel, including those of any subcontractor, shall be designated. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants shall be listed. Their responsibilities should be included in the proposal, if necessary. There shall be no changes in the project manager, sub-consultants, or key staff without approval of the City.

VI. **QUALIFICATIONS & CRITERIA**

A. **Qualifications:** The City of Vernon will select a principal consultant or team for this work on the basis of qualifications and experience. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposal:

1. Firm has five or more years of relevant experience performing services on similar projects.

2. Firm is to provide, with proposal, three or more satisfactory references for work performed in the past five years.

3. Firm can demonstrate understanding of the project, and knowledge of the disciplines necessary to complete the project, track record of delivering on time and on budget.
B. **Selection Criteria**: The following items will be used to evaluate each Consultant:

1. Resumes of supervisory staff that will have direct charge of the project with Educational background and qualifications.

2. Experience; and demonstrated record of success on work previously performed work.

3. Substantiating adequate staff to complete the work within the time specified in the proposal.

4. The ability to work effectively with City staff, other public agencies, and the public may be required during the course of the work or other services.

5. Where appropriate, whether the party has adequate knowledge of local conditions.

6. Whether the party has available experienced, capable and acceptable professional personnel or sub-consultants as may be pertinent to the work.

7. A record of keeping costs within project budgets and design estimates.

8. Contract fee as negotiated and ultimately agreed upon. Price is not the sole basis for selection, but may be considered in the criteria for evaluating proposals.

C. **Rating Sheet**: Appendix "A" is the rating sheet that will be used to rank the consultants submitting proposals.

VII. **FORMAT AND DELIVERY RESPONSE**
Respondents are asked to submit five (5) copies of their proposals, one of which shall be loose leaf for easy reproduction, in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the following information in sectionalized format addressing all phases of the work in the RFP.

A. **Format**: Typed 8.5" x 11" pages or less on white paper. You may attach company brochure materials if you wish, but these must be as separate attachments and independent from the required elements noted.

1. Organize your submittal in the order described above.

2. Provide one (1) unbound original of your firm's proposal

3. Prominently label the package: "Cost Allocation & Fee Study" and include the name of the prime respondent.

**Deliver the response to**: City of Vernon - Finance Department
Attention: William Fox
4305 Santa Fe Ave., Vernon, CA 90058
4. The response is due on or before 2:00 p.m., February 21, 2013. Late responses will not be accepted.

5. If you have any questions please contact William Fox at (323) 583-8811 ext. 849.

B. **Cover Letter:** An original cover letter signed by an officer authorized to contractually bind your firm. The cover letter should also include: the identification of the firm, including the name, address and telephone number of the firm; proposed working relationship among the firm and any subcontractor(s), if applicable; name, title, address and telephone number of a contact person during the proposal evaluation period; and a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.

C. **Introduction:** Present an introduction of the proposal and your understanding of the project and significant steps, methods and procedures to be employed by your firm to ensure quality end products that can be delivered within the required time frames and your identified budget.

D. **General Scope of Work:** Briefly summarize the scope of work as your firm perceives or envisions it.

E. **Work Plan:** Present concepts for conducting the work plan and interrelationship of all products. Define the scope of each task including the depth and scope of analysis or research proposed.

F. **Specific Work Products:** Identify the specific end products which will be submitted.

G. **Proposed Schedule:** Present a comprehensive schedule reflecting time frames to perform the four specific tasks.

H. **Estimated Cost and Hourly Rate Schedule:** Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. The City does expect a fair and reasonable project cost, backed by itemization of how the costs for each task were developed.

Negotiations may or may not be conducted with the firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item.

**Ability of the Consultant Team to Perform:** Provide a detailed description of your firm and its qualifications including names, titles, detailed professional resumes and past experience in similar work efforts/products of key personnel who will be working on the project. Provide a list of specific related work projects which have been completed by your firm that are directly related to the project described in this RFP. Note the specific individuals who completed such project(s). Identify role and responsibility of each member of the project team.
VIII. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION
At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website (www.cityofvernon.org), which is deemed adequate notice. A proposer may make a request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

IX. LIVABLE WAGE ORDINANCE
The selected consultant shall pay qualifying employees a wage of not less than $10.30 per hour with health benefits, or $11.55 per hour without health benefits. The consultant shall also provide qualifying employees at least twelve days off per year for sick leave, vacation or personnel necessity, and an additional ten days a year of uncompensated time for sick leave. There shall a prohibition on an employer retaliation against an employee’s complaining to the City with regard to the employer’s compliance with the living wage ordinance.

X. FORM OF CONTRACT
The City's standard form of contract shall be used, and includes other provisions not described here. A standard professional service contract is attached for reference in Appendix B. Please review this very carefully and note in body of response any exceptions or alterations to the agreement. Alterations or Changes to the agreement which were not in the Consultant Team's response will not be made after the selection of the Consultant Team. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal footing.

XI. CONDITIONS FOR RESPONSES TO RFP
The following conditions apply to this RFP process:

A. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.

B. This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.

C. The City shall not be liable for any expenses incurred by any organization in connection with this RFP.

D. No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.

E. The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
F. The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.

G. Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.

H. All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Community Services Department.

XII. **RIGHT BY THE CITY TO WITHDRAW THIS REQUEST**
The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.

XIII. **PROTEST POLICY**
The City of Vernon’s RFP protest policy is attached in Appendix “C”

IX. **ATTACHMENTS**

1. Attachment A: Sample of City’s Standard Services Agreement
2. Attachment B: Bid Schedule
3. Attachment C: Affidavit of Non Collusion
4. Attachment D: City of Vernon Contractor RFP Scoring Sheet
5. Attachment E: City of Vernon Protest Policy
Appendix "A"

City's Standard Services Agreement
SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR’S NAME] FOR COST ALLOCATION PLAN, FULLY-BURDENED STAFF HOURLY AND MASTER FEE SCHEDULE

COVER PAGE

Contractor: [insert name of contractor]

Responsible Principal of Contractor: [insert name, title]

Notice Information - Contractor: [insert name of contractor]
[insert street address]
[insert city, state, zip code]
Attention: [insert name, title]
Phone: [insert phone number]
Facsimile: [insert fax number]

Notice Information - City: City of Vernon
4305 Santa Fe Avenue
Vernon, CA  90058
Attention: William Fox
Director of Finance
Telephone: (323) 583-8811 ext. 849
Facsimile: [insert fax number]

Commencement Date: April 1, 2013

Termination Date: May 30, 2013, unless extended pursuant to Section 1

Consideration: Total not to exceed $[insert amount]
(includes all applicable sales tax); and more particularly described in Exhibit B

Records Retention Period Three (3) years, pursuant to Section 9.19
SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR’S NAME] FOR COST ALLOCATION PLAN, FULLY-BURDENED STAFF HOURLY AND MASTER FEE SCHEDULE

THIS Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and [Contractor’s Name], a [State incorporated in] corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on February 5, 2013.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals dated __________, Exhibit “A”, and Contractor’s proposal to the City ("Proposal") dated __________, Exhibit “B”, both of which are attached to and incorporated into this Contract, by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the Financial Services profession.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.
4.0 **TERM.** The term of the agreement is from April 1, 2013 through May 30, 2013. The Contractor shall commence the delivery of services on receipt of a written notice to proceed and shall complete the services on the schedule set forth in Exhibit “__”.

5.0 **COMPENSATION AND FEES.**

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit “C”.

5.2 Contractor's grand total compensation for the entire term of this Contract, including change orders, shall not exceed [state amount] without the prior authorization of the City Council and written amendment of this Contract.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

6.0 **PAYMENT.**

6.1 As scheduled services are completed, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred according to said schedule.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the
immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient
detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the
City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services,
authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS. There is no change order authority provided in this
Contract.

8.0 CITY’S RESPONSIBILITY. City shall cooperate with Contractor as may be
reasonably necessary for Contractor to perform its services; and will give any required decisions
as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor’s
services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein
provided for, Contractor shall be, and is, an independent contractor, and is not an agent or
employee of City and shall furnish such services in its own manner and method except as
required by this Contract. Further, Contractor has and shall retain the right to exercise full control
over the employment, direction, compensation and discharge of all persons employed by
Contractor in the performance of the services hereunder. Contractor shall be solely responsible
for, and shall indemnify, defend and save City harmless from all matters relating to the payment of
its employees, including compliance with social security, withholding and all other wages,
salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors,
agents or employees employed by Contractor shall not, under any circumstances, be considered
employees of the City, and that they shall not be entitled to any of the benefits or rights afforded
employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers’ compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness.

9.5 WAIVER. The City’s waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City’s sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its
obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 **COMPLIANCE WITH LAWS.** Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation, the Vernon Living Wage Ordinance. Violation of any law material to performance of this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies.

9.9 **ATTORNEY’S FEES.** If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

9.10 **INTERPRETATION.**

9.10.1 **Applicable Law.** This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.10.2 **Entire Agreement.** This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.10.3 **Written Amendment.** This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other
authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.10.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.10.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City’s Request for Proposals shall control over the Contractor’s Proposal.

9.10.6 Choice of Forum. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the City of Vernon and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.10.7 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.
9.11 **TIME OF ESSENCE.** Time is strictly of the essence of this contract and each and every covenant, term and provision hereof.

9.12 **AUTHORITY OF CONTRACTOR.** The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.13 **ARBITRATION OF DISPUTES.** Any dispute for under $25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

9.14 **INDEMNITY.**

9.14.1 Contractor agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney’s fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

A. any activity on or use of City’s premises or facilities or any performance under this Contract; or

B. any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract.
This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public). The sole negligence or willful misconduct of City, its employees or agents other than Contractor or Contractor’s subcontractors are excluded from this indemnity agreement.

INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any extensions thereto. The policies shall state that they afford primary coverage.

Automobile Liability with minimum limits of at least $100,000/300,000/50,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of $500,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

General Liability with minimum limits of at least $1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis.

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy as additional insured's as respects liability arising out of the Contractor's performance of this Contract.

A. If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insured's under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.
B. Blanket Contractual Coverage if required.
C. Products/Completed Operations coverage where such risk is applicable.

9.15.3 Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

A. Provide copy of permissive self-insurance certificate approved by the State of California; or
B. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of $1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its City Council, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
C. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

9.15.4 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

9.15.5 Insurance shall be placed with insurers with a Best's rating of no less than B:VIII.

9.15.6 Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.
9.15.7 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due Contractor, at City's option; (b) immediately terminate this Contract; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor.

9.16 NOTICES. Any notice or demand to be given by one party to the other be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City: William Fox, Director of Finance
City of Vernon
4305 Santa Fe Avenue
Vernon, CA  90058

If to the Contractor:

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.17 TERMINATION FOR CONVENIENCE (Without Cause). City may
terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.19 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least 3 years after termination of the Contract.
The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

9.20 CONFLICT. Contractor hereby represents, warrants and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Vernon, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

9.21 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day’s work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

9.22 LIVING WAGES [AND PREVAILING WAGES WHERE APPLICABLE]. Contractor, and any Subcontractor(s), shall comply with the City’s Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit “D”. Upon the City’s request, certified payroll records shall promptly be provided to the City

9.23 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that
applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit “E”.

[Signatures Begin on Next Page].
IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

City of Vernon, a California charter City and California municipal corporation

By: ______________________________
   William Davis, Mayor

[CONTRACTOR’S NAME, a [State incorporated in] corporation]

By: ______________________________
   Name: ___________________________
   Title: ___________________________

ATTEST:

_______________________________
Dana Reed, Interim City Clerk

APPROVED AS TO FORM:

_______________________________
Nicholas George Rodriguez,
   City Attorney
EXHIBIT B

PROPOSAL
EXHIBIT C

SCHEDULE
EXHIBIT D
LIVING WAGE PROVISIONS

**Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than $10.30 per hour with health benefits, or $11.55 per hour without health benefits.

**Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

**No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer’s compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney’s fees, or to compel City officials to terminate the service contract of violating employers.
EXHIBIT E

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.

B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor; state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.

C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.

D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.
Appendix "B"

Bid Schedule
Bid Schedule

1. Initial Project Solicitation  February 14, 2013
2. Project Responses Due     March 14, 2013
3. Responses Evaluated       March 18, 2013
4. Finalist Interviews       March 25, 2013
5. Project Commences         April 1, 2013
6. Staff Briefings           May 16, 2013
7. Council City Briefings    May 20, 2013
AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA          )
COUNTY OF LOS ANGELES          ) ss

_______________________________________________________________, being first duly sworn deposes

and says that he/she is ______________________________________________________________________

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of____________________________________________________________________________________

(Insert name of bidder)

who submits herewith to the City of Vernon a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;

c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;

d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify under penalty of perjury that the above information is correct

By:____________________________________  Title:____________________________________

Date:____________________________________
Appendix "D"

Rating Sheet
City of Vernon Contractor RFP Rating Sheet

RFP Title:  

Contractor:  

Evaluator: ___________________________ Date: ___________________________

Selection Criteria

<table>
<thead>
<tr>
<th>Maximum Score</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Costs 65</td>
<td>Score shall be calculated by taking the lowest consultant’s project price and dividing by the subject consultant’s price than multiplying the result by the maximum score.</td>
<td></td>
</tr>
<tr>
<td>2. References 10</td>
<td>Three references shall be checked. Consultant shall receive a maximum of 10/3 of a point for each reference. Points may be deducted for contracts that have been terminated and for references that fail to support consultant’s claim of capabilities, production, or skilled personnel or services. A significant unacceptable weakness may result in a zero score. A zero score in this category may result in rejection of the proposal as nonresponsive.</td>
<td></td>
</tr>
<tr>
<td>3. Experience 10</td>
<td>Proposers or its managing employees must have a minimum of three years’ experience. Failure to demonstrate minimum lengths of experience may result in rejection of the proposal. Higher points will be given to contractors who have provided like services to similar agencies, other considerations include experience and capabilities of key personnel, and subcontractors, if any.</td>
<td></td>
</tr>
<tr>
<td>4. Work Plan 15</td>
<td>Score will be based on the extent in which the consultant demonstrates its likeliness to meet or exceed performance requirements set forth in the scope of work, including ability to render timely and responsive work, to respond to emergencies, and to provide a professional level of quality in the service and work product provided. Highest scores will be awarded to the most detailed and comprehensive work plans, including but not limited to specific discussion of relevant work, staffing plans, quality assurance plans, schedules, management, subcontracting, training, and communications.</td>
<td></td>
</tr>
</tbody>
</table>

Total ____
Appendix "E"

City of Vernon’s RFP Protest Policy
CITY OF VERNON’S PROTEST POLICY

A. Protest Policy Review Process

1. Any prospective Proposer may request a review of the requirements under a solicitation for a City Council-approved services Contract, as described in paragraph C, Solicitation Requirements Review, below. Any Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in Sections below. Additionally, any Proposer may obtain copies of proposals and City evaluation documents in accordance with the City’s Public Records request policy once the document becomes a public record. Under any such review, it is the responsibility of the Proposer challenging the decision of City to demonstrate that the City committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award as the case may be.

2. Throughout the review process, the City has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the City reserves the right to make an award when it is determined to be in the best interest of the City of Vernon to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review are limited to the following:

- Review of the Solicitation Requirements
- Review of a Disqualified Bid/Proposal
- Review of the Proposed Contractor Selection

C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to the City as described in this Paragraph. A Request for a Solicitation Requirements Review may be denied, in the City’s sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:
a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

b. Due to unclear instructions, the process may result in the City not receiving the best possible responses from prospective Proposers.

5. The Solicitation Requirements Review will be completed and City’s' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/proposal due date.

D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the City Clerk.

E. Disqualification Review

1. A bid/proposal may be disqualified from consideration because the City determined it was nonresponsive at any time during the review/evaluation process. If the City determines that a bid/proposal is disqualified due to non-responsiveness, the City shall notify the Proposer in writing.

2. Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

3. A request for a Disqualification Review may, in the City’s’ sole discretion, be denied if the request does not satisfy all of the following criteria:

   a. The person or entity requesting a Disqualification Review is a Proposer;

   b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

   c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/proposal non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.
F. Debriefing Process

For solicitations where proposals are evaluated and scored in accordance to, Evaluation of Proposals, the following provisions shall apply:

1. Upon completion of the evaluation, City will notify the remaining Proposers in writing that the City is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the City’s sole discretion, be denied if the request is not received within the specified timeframe.

2. The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the City may inform the requesting Proposer of its relative ranking.

3. During or following the Debriefing, the City will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the City of its intent to request a Proposed Contractor Selection Review, below, if the requesting Proposer is not satisfied with the results of the Debriefing.

G. Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and timeframe as specified by the City. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, the City will notify the remaining bidders in writing that the City is entering negotiations with another bidder. The City will instruct the remaining bidders of the manner and timeframe in which each remaining bidder must notify the City of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

A request for a Proposed Contractor Selection Review may, in the City’s’ sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer.

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the City).

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
a. The City materially failed to follow procedures specified in its solicitation document. This includes:

i. Failure to correctly apply the standards for reviewing the proposal format requirements.

ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.

iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

b. The City made identifiable mathematical or other errors in evaluating bids/proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.

c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

d. Another basis for review as provided by State or Federal law.

4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the City’s’ alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored proposal, as the case may be. Upon completing the Proposed Contractor Selection Review, the City’s representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the City Council. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a City Review Panel, paragraph H, below.

H. City Review Panel Process

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a City Review Panel in the manner and timeframe specified by the City in the City’s’ written decision regarding the Proposed Contractor Selection Review.

2. A request for review by a City Review Panel may, in the City’s sole discretion, be denied if the request does not satisfy all of the following criteria:

a. The person or entity requesting review by a City Review Panel is a Proposer.

b. The request for a review by a City Review Panel is submitted timely (i.e., by the date and time specified by the City).
c. The person or entity requesting review by a City Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the City’s written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in paragraph G above.

3. Upon completion of the City Review Panel's review, the Panel will forward its report to the Director of the Departments’ that solicited the proposal, which will provide a copy to the Proposer.