REQUEST FOR PROPOSALS (RFP) FOR Municipal Advisory Services

Angelina Garcia
Director of Finance
CITY OF PICO RIVERA
Finance Department
6615 Passons Boulevard
Pico Rivera, CA 90660

January 2021
Municipal Advisory Services

Introduction

The City of Pico Rivera (City) is soliciting proposals from qualified firms to provide municipal advisory services. Municipal advisory services include providing advice to or on behalf of a municipal entity regarding municipal financial products or issuing municipal securities, including advice regarding the structure, timing, terms, and other similar matters concerning such financial products or issues.

The City intends to enter into on-call agreements with qualified firms offering municipal advisory services for any or all of the City's current obligations, and may select more than one proposer for the various elements described below and place the qualified Firms in the Municipal Advisory Pool (Pool).

The City's anticipated debt financing projects and programs over the proposed term of the On-Call Agreement are likely to include the following:

1. The City is interested at looking at refinancing opportunity for the following transactions.

<table>
<thead>
<tr>
<th>OUTSTANDING DEBT</th>
<th>OUTSTANDING BALANCE</th>
<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999 Series A Lease Revenue Bonds (Water)</td>
<td>3.25%-5.5%</td>
<td>$12,340,000</td>
<td>May 2029</td>
</tr>
<tr>
<td>2016 Lease Revenue Bonds (Refinancing)</td>
<td>2.675%-5.25%</td>
<td>$27,740,000</td>
<td>July 2040</td>
</tr>
<tr>
<td>2018 Series A COPS (Street Improvement Bonds)</td>
<td>3.375%-5.000%</td>
<td>$14,490,000</td>
<td>August 2048</td>
</tr>
</tbody>
</table>

2. The City is also interested in contracting with an experienced financial advisor consulting firm to provide pension and other post-employment benefit (OPEB) strategies to finance those liabilities. The City is a member of the California Public Employees Retirement System (CalPERS) and provides various tiers of retiree benefits based on an employee’s hire date and status as a CalPERS member. As of the date of the last actuarial valuation provided by CalPERS, the City's unfunded liability approximates $41 million.

Unlike pension benefits, the City does not have a dedicated funding source for retiree health benefits. Retiree health premiums are paid directly from the General Fund on a “pay-as-you-go” basis. As of the last actuarial valuation, the City's OPEB unfunded liability is approximately $21 million.

If your firm is interested in responding to this RFP, please read the RFP carefully and fully respond to each question.

The firms selected to be the City's independent Municipal Advisors will be precluded from underwriting the City's securities.
1. Instructions to Proposers

Proposers are to read and understand all of the information contained in this Request for Proposals (RFP). The provisions of this RFP along with the proposal submitted will be part of the contract documents for this Project. The City’s Project Manager for this project is Angelina Garcia, Director of Finance.

2. Schedule of Events

Anticipated Schedule

<table>
<thead>
<tr>
<th>ACTION</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability of Request for Proposal</td>
<td>1/8/21</td>
</tr>
<tr>
<td>Last Day to Submit Questions</td>
<td>1/14/21</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>1/26/21</td>
</tr>
<tr>
<td>Staff Review of Proposals</td>
<td>1/27-1/29/21</td>
</tr>
<tr>
<td>Interview(s) with Top Ranked Consultant(s) &amp; City Negotiations</td>
<td>2/3-2/5/21</td>
</tr>
<tr>
<td>Consultant Selection</td>
<td>2/7/21</td>
</tr>
<tr>
<td>City Council Award (If applicable)</td>
<td>2/23/21</td>
</tr>
<tr>
<td>Notice To Proceed</td>
<td>2/24/21</td>
</tr>
</tbody>
</table>

3. Project Area Overview

The City of Pico Rivera is located approximately eleven (11) miles southeast of downtown Los Angeles, on the eastern edge of the Los Angeles Basin, and on the southern edge of the San Gabriel Valley. The towns of Pico and Rivera, from which the City of Pico Rivera originated, were incorporated as one municipality and as a general law city on January 29, 1958. The City is bounded on the north by South El Monte, on the east by portions of City of Industry, unincorporated Los Angeles County, and Whittier, on the west by Montebello, and on the south by Downey. The City has a total land area of approximately 8.3 square miles. The City is generally bound by Whittier Narrows Dam on the north, San Gabriel River on the east, Telegraph Road on the south and the Rio Hondo Channel on the west. Rosemead Boulevard (State Highway 19) runs north-south through the middle of the City. Whittier Boulevard (State Highway 72) runs east-west through the City.

Single Point of Contact for Questions

The contact person for all questions regarding this RFP is Angelina Garcia, Director of Finance at AngelinaG@Pico-Rivera.org. Proposers may not contact any other staff members with questions.

Proposers must notify the City of any ambiguity, inconsistency, or error they may find. All questions about the RFP must be submitted via email by the deadline. Any changes or corrections to the original RFP or any other information that will affect the contract will be disseminated via email by members of the Finance Department Staff.
General Requirements

Proposers must submit three (3) hard copies of the proposal for the project by the deadline contained herein. Additionally, submit the complete proposal via email to angelinag@pico-rivera.org, in searchable PDF format as a single document (optimized and compressed). The naming convention for the file is “Municipal Advisory Services - company name”. An electronic copy will not be accepted in-lieu of the hard copies required.

Failure to comply with these instructions may render the proposal non-responsive.

The proposal shall address all the items outlined in this Request for Proposal.

4. Scope of Services

The City of Pico Rivera reserves the right to engage the services of an independent pricing agent in negotiating sales of its securities and/or terms and conditions of swaptions or swaps. The firm selected will be required to provide the following base level services and other general advisory services as may be requested from time to time:

1. Assist the City of Pico Rivera in updating and implementing strategies, plans, and policies. This includes analyzing short-term, intermediate, long-term financing options, and ongoing surveys of the financial activities of public agencies, including those with public utilities.

2. Provide the City of Pico Rivera with information, judgments, and forecasts regarding economic, capital market, and money market conditions.

3. Advise the City of Pico Rivera on the timing, method, and structure of its security sales and provide, when requested, consultation in negotiating the components of the underwriters’ spread and the pricing and other terms of the securities offered.

4. Assist the City of Pico Rivera in preparing and reviewing documents necessary for the sale of its securities and the investment of the proceeds thereof.

5. Assist the City of Pico Rivera, in coordination with the City’s bond counsel, in ensuring that applicable laws and regulations relating to security offerings are followed.

6. Assist the City of Pico Rivera with forming and implementing a rating strategy to optimize the City’s credit ratings including preparing any presentation before rating agencies, or other parties as appropriate.

7. Assist the City of Pico Rivera in evaluating the performance of syndicate members, distribution of bonds, settlement, and post-settlement analyses.
8. Assist the City of Pico Rivera in restructuring its debt, including changes in variable rate exposure and early retirement of outstanding obligations.

9. Assist City of Pico Rivera in reviewing and analyzing legislation that may have a financial impact on the City of Pico Rivera.

10. Solicit bids related to escrow funds, insurance, swap rates, and other bids the City of Pico Rivera may request.

11. When requested, assist the City of Pico Rivera in negotiating contracts, such as swaptions, investment agreements, purchases, and sales of assets.

12. Upon request, prepare special studies of a financial nature and review new financial products or techniques which may be proposed to the City of Pico Rivera from time to time.

13. Assist City of Pico Rivera in reviewing draft financial and rating agency reports prior to publication.

14. Assist the City of Pico Rivera in developing and maintaining mailing lists for its financial statements.

15. Cooperate and coordinate with the City of Pico Rivera on financial matters.

16. Attend meetings as requested and, upon request, attend meetings of the Board of Directors and the Investment Committee. From time to time, the Municipal Advisor will be asked to meet with staff and to make presentations to the Finance Committee, the Board of Directors or selected City project committees.

A fee structure for the services to be provided should be furnished in a separate envelope or under separate cover as part of your proposal and should indicate any billing practices that are believed to be unusual. Please identify in your proposal billing practices relating to direct costs, and indirect costs, if applicable. The City of Pico Rivera prefers to receive monthly billing statements. The City reserves the right to negotiate fees prior to awarding a contract. The City reserves the right to reject any or all proposals relating to municipal advisory services.

In recognizing that the City of Pico Rivera may issue new money bonds, will continue to restructure and reduce its outstanding debt, and engage in forward and/or current refunding’s to reduce interest costs, please provide fee quotations as follows:

1. Specify an annual retainer (which would be paid at the end of each month) and expenses for general municipal advisory work, indicating the total number of hours of work you
propose to provide the City under such retainer. List the work, provide a schedule of hourly rates for each individual to be assigned to this account, as well as an average composite rate, and provide the total number of hours of work for each assigned individual.

2. Upon approval of specific transactions or other non-routine work by the Board, indicate in your proposal how you will charge the City of Pico Rivera for such assignments.

In addition to reserving its right to negotiate an agreement, the City of Pico Rivera reserves its right to negotiate fees for services not anticipated by the proposer in its annual retainer prior to authorizing commencement of such work. Should the hours projected to be worked exceed the number of hours specified as part of the proposer’s annual retainer, the City of Pico Rivera reserves its right to negotiate an adjustment in fees to compensate the Municipal Advisor.

EVALUATION CRITERIA

The key criteria for selecting a Municipal Advisor will be: (1) the capability of the firm, (2) experience in municipal project finance, (3) proven track record of structuring lowest cost financing (4) the experience of personnel assigned to the City of Pico Rivera account, (5) ability and willingness of the firm to reassign experienced personnel to ensure continual coverage of the City of Pico Rivera account, and (6) the economics involved in providing service, taking into consideration the locations and travel requirements of assigned personnel.

The criteria used by the City of Pico Rivera will include, but not be limited to, the qualifications and experience of the firm and the individuals who will provide municipal advisory services on behalf of the firm to the City of Pico Rivera, the bidder’s understanding of City’s requirements, the bidder’s understanding of the energy industry, and the bidder’s methodology and approach to municipal advisory work.

The City of Pico Rivera reserves the right to reject any or all submittals and to waive irregularities in any submittal if that is determined to be in the best interest of the City. The City of Pico Rivera may request additional information from any of the firms submitting proposals. The City of Pico Rivera shall not be responsible for the cost of preparing a proposal, or travel or other costs incurred should an interview opportunity be offered. The interviews will take place in Southern California with the date, time, and location to be announced by City of Pico Rivera.

Any requests for clarification or other questions concerning this RFP must be submitted via email to Angelina Garcia, Director of Finance at Angelinag@pico-rivera.org. You are requested to limit your questions to matters relating to this proposal process. Any matters relating to the qualifications of your firm should be raised only in the proposal submitted and, if applicable, during the interview.

Please do not contact Council members during this selection process regarding this RFP or your proposal.
To be considered, please submit your proposal, one original and four (4) copies, to be received no later than 4:00 pm on January 26, 2021. One additional proposal should be e-mailed to: angelinag@pico-rivera.org. Proposals should be addressed to:

Angelina Garcia  
Director of Finance  
City of Pico Rivera  
6615 Passons Blvd.  
Pico Rivera, CA 90660

Proposals shall be submitted in a sealed package, clearly marked with:

RFP for Municipal Advisory Services

The proposed fee schedule as specified in the RFP should be furnished in a separate envelope or under separate cover.

Attachment: Request for Proposal Instructions

5. Proposal Submittal Requirement

To achieve a uniform review process and obtain the maximum degree of comparability, it is requested that one original plus four (4) copies (and an electronic copy email to angelinag@pico-rivera.org) of your proposal be tabbed and organized as follows:

(Please note that reference to firm shall include firms if joint proposals or subcontractors are to be used.)

1. Letter of Transmittal
   Interested bidders must sign the proposal.

2. Title Page
   Show the RFP subject, name of the proposer’s firm, address, telephone number, name of contact person, date proposal submitted.

3. Table of Contents
   Clearly identify the material by section and page number.

4. Technical Proposal

   (a) Give a brief description of your firm’s experience serving as a municipal advisor and/or independent investment advisor, and provide a narrative description of relevant experience and/or capabilities, particularly with municipalities and successor agencies in and outside of California. State whether your focus is as a regional firm, an east coast
firm, a west coast firm, or a national service area firm. Provide recent public agency references, at least five, including phone numbers of clients for which the lead individuals in your proposal served.

(b) Please state whether your firm has carried out any municipal advisory services for any CITY OF PICO RIVERA member during the last five years. CITY OF PICO RIVERA members are listed on the CITY OF PICO RIVERA website at: www.City of Pico Rivera.org. If so, please provide the CITY OF PICO RIVERA member, the nature of the work, the dates of your engagement and the names of the CITY OF PICO RIVERA member agency personnel responsible for the administration of this work.

(c) Describe any situations that have occurred in the last five years where your services as a Municipal Advisor were terminated.

(d) Identify the members of the team who will primarily be assigned to work on this account including their normal work location. Include resumes for such individuals. The individual(s) responsible for the day-to-day relationship with CITY OF PICO RIVERA should be clearly identified. All individuals primarily assigned to work on this account must participate in the interview if your firm is selected as a finalist.

(e) State your understanding of the work to be done and how resources will be provided to best serve CITY OF PICO RIVERA.

(f) Provide specific experience with innovative financing structures for municipalities with utility projects including water, wastewater, and renewable energy projects or other unique structures. Please be specific about the Proposer’s role in adding value to the transactions through reduced costs, reduced risk, or other structural improvements.

(g) Please discuss your firm’s knowledge of and experience with various federal programs and incentives available to public power issuers.

(h) Describe your firm’s role in evaluating financing alternatives other than bonds. Briefly mention alternatives that you believe may be appropriate for CITY OF PICO RIVERA’s use.

(i) Outline the circumstances under which either a competitive or negotiated underwriting would be preferred. What role would your firm expect to play as Municipal Advisor under each method?

(j) Outline the activities your firm would undertake to facilitate the sale and marketing of CITY OF PICO RIVERA’s debt. Describe your firm’s experience with these activities.

(k) What role would your firm expect to play in refinancing CITY OF PICO RIVERA’s debt? Describe your firm’s experience in this area.

(l) Describe the tools/resources and staff analytical/modeling capability available to you in servicing the CITY OF PICO RIVERA account. Provide specific examples to support your strengths.
(m) Indicate your role in structuring and pricing negotiated sales (i.e., contacts with underwriting firms, trading desks, etc. to ascertain price indications). Provide samples of structures and savings you believe your approaches generated.

(n) Provide a brief discussion of any other information that you believe to be relevant to your firm’s qualifications and of particular interest to CITY OF PICO RIVERA.

(o) Describe how your firm keeps current on changing market conditions, products and services, and underwriter performance.

(If you desire to furnish statistical data or other tabulated material, please include such information as a separately bound appendix to your proposal.)

5. Fees and Costs

Describe your proposed fee schedule as specified in the RFP and should be furnished in a separate envelope or under separate cover. CITY OF PICO RIVERA reserves the right to negotiate proposed fees for general municipal advisory services prior to awarding a contract, and to negotiate fees or costs for any work not covered by the retainer.

6. Insurance

Describe the limits of your errors and omissions coverage.

7. Pro Forma Professional Services Agreement

Proposer should review CITY OF PICO RIVERA’s Pro Forma Professional Services Agreement attached as Appendix A and note any exceptions taken to it in its proposal.

In addition, interested bidders must include the following declaration immediately before the proposer’s signature on the proposal:

“This proposal is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.”

6. Fee Proposal Submittal Requirements

Submit fees to accomplish each task in a Not-to-Exceed Fee which must include conservatively estimated reimbursable expenses to complete each major task as described in the Scope of Work. The cost proposal must be consistent with the Resource Allocation Matrix to provide a breakdown of approximate personnel-hours by classification (job title and hourly rate) in order to accomplish each task and subtask described in the Scope of Work. Time to accomplish each task shall be expressed in working days. The successful selected Consultant’s monthly invoices must reflect similar information in order to be processed.

Include a fee schedule for reimbursement items on an as-needed basis and cost estimates for each task. The City's policy on consultant and consultant expenses is as follows:
a) Hotel, Meals and Airfare - The City will not reimburse for lodging, meals, mileage or transportation for the consultant or its agents.

b) Entertainment/Personal Services - Under no circumstances are expenses related to entertainment (i.e., theater tickets, sporting events, etc.) or personal services (i.e., dry cleaning, haircuts, etc.) reimbursable.

c) Printing and Photocopies – All printing and photocopying costs shall be included in the not to exceed fees.

d) Incidental Expenses – There will be no reimbursements for deliveries/transmittals, telephone expenses or equipment rental/purchases.

e) Proposal Preparation Costs - The City will not reimburse the consultant for any costs associated with the preparation of a proposal.

f) Other Expenses - Proposals may include a list of itemized unit costs of billable expenses typically incurred in the performance of the contract. Items which have not been specified, shall be approved by the City prior to providing and billing the expense.

7. Evaluation Process

Selection of the Firm for interview (if interviews are held) with the City will be based on the contents of the written proposal. The proposal may be evaluated and ranked by a committee of selected City staff. The proposals will be rated according to the following selection criteria (in no particular order):

a. Proposal Submission: (30 possible points)
   • Quality of the proposal.
   • Adherence to the requirements.

b. Qualifications: (35 possible points)
   • Expertise of the fields necessary to execute the proposal.
   • Recent relevant experience of team members.
   • Professional qualifications and education of team members.
   • Verifiable record of past successes.
   • References.

c. Project and Implementation Plan (25 possible points)
   • Methodology for data collection, analysis, and reporting.
   • Approach for demands from diverse stakeholders.

d. Pricing (10 possible points)
   • Specify an annual retainer (which would be paid at the end of each month) and expenses for general municipal advisory work, indicating the total number of hours of work you propose to provide the City under such retainer. List the work, provide a schedule of hourly rates for each individual to be assigned to this account, as well as an average composite rate, and provide the total number of hours of work for each assigned individual.
   • Upon approval of specific transactions or other non-routine work by the City Council, indicate in your proposal how you will charge the City of Pico Rivera for such assignments.

e. TOTAL POINTS FOR WRITTEN PROPOSAL 100 possible points
Upon completion of the Proposer evaluation process, a short list will be established and the City will enter into negotiation with the top ranked Firm for the desired consulting services. Compensation for the subject services will be negotiated based on what is fair and reasonable to the City. Should City staff and the top-ranked Firm be unable to reach an agreement, negotiations with that Firm will be terminated and negotiations will commence with the next ranked firms in order of their evaluation ranking until an agreement is reached and a Firm is selected.

8. Award of Contract

Following evaluation and rating by the Finance Director, the City Manager will recommend award of a contract to the most qualified proposer providing the best value to the City. The term of the contract will begin after contract award and the contract Agreement is fully executed, and all required supplemental paperwork, insurance documents, etc. have been received and approved.

9. Payment to Consultant

A. Once the contract is awarded, the City will pay the Consultant for work completed consistent with the Fee Schedule. Cost Schedule is as described in the Fee Proposal.

B. Progress payments shall be based on tasks performed as identified in the Cost Schedule. Monthly invoices will specifically identify job title, person-hours, hourly rate and costs incurred by each task.

C. Sub-categorization of task is permitted to better define the task for payment.

D. All tasks including labor and reimbursable costs shall have supporting documentation presented at the time payment is requested.

E. The City will pay the Consultant for all acceptable services rendered in accordance with the “Agreement for Professional Consultant Services.” City will only accept invoices from the consultant for work that has been reviewed and approved by City’s staff.

F. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the “Agreement for Professional Consultant Services,” an “Amendment to the Agreement” will be executed between the City and Consultant.

G. The Consultant is required to monitor and track the overall project expenditure and report to the City on a monthly basis. Similarly, the Consultant will be responsible for tracking the expiration of the Agreement and its insurances in a timely manner. Once expired, the City will not be able to process any further payments until the situation is rectified.

10. General Conditions

ADDENDA. Should it be necessary for the City to issue addenda to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addenda will be emailed to all recipients of this RFP for any interested parties to review. Proposal should include a notation
that the Proposer is aware of all of the addenda which have been issued and has incorporated their provisions in their proposal. Proposers are responsible for insuring that they have obtained all addenda.

ADDITIONAL INFORMATION. The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City’s best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent’s authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation prepares the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

CONFLICT OF INTEREST. By signing the Certificate of Proposal (Appendix D), the Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is
reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix B).

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy him/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him/herself from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. The contact person for all questions regarding this RFP is Angelina Garcia, Director of Finance. He can be reached via e-mail at angelinag@pico-rivera.org. Proposers may not contact any other staff members with questions.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.

NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.
OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Pico Rivera and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

SUBCONSULTANT INFORMATION. If the proposal includes the use of subconsultants, Proposer must identify specific subconsultants and the specific requirements of this RFP for which each proposed subconsultant would perform services. If a subcontract for work services to be performed exceeds $25,000 the subcontract must contain all required provisions of the prime contract.
SUBCONSULTANT REFERENCES. For all subconsultants that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- Client name
- Project description
- Dates (starting and ending)
- Technical expertise
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager's name and telephone number

VALIDITY. Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers’ authorized representative may withdraw Proposals only by written request received by City Engineer before the Proposal Submittal Deadline.

11. **Insurance Requirements**
(See Section 16 of the attached Professional Services Agreement)

**ATTACHMENTS:**
1) Appendix A: Sample Professional Services Agreement
2) Appendix B: Non-Collusion Affidavit
3) Appendix C: Consultant’s Acknowledgement of Insurance Compliance
4) Appendix D: Certification of Proposal
APPENDIX A
SAMPLE AGREEMENT PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NO. ______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
INSERT CONSULTANT’S NAME

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and INSERT CONSULTANT’S NAME, (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide INSERT DESCRIPTION OF SERVICES REQUIRED.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: INSERT DATE

3.4 “Expiration Date”: INSERT DATE

4. TERM
The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of INSERT COMPENSATION AMOUNT. WRITE OUT AMOUNT IN WORDS AND ALSO INCLUDE AMOUNT IN DIGITS unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. COMPensation

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality
of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. INSERT NAME AND TITLE OF CONSULTANT’S PROJECT ADMINISTRATOR shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at
any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

13. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. **NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. **INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.
15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any
incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.
16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 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:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the 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.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:
NAME, TITLE
INSERT CONSULTANT’S NAME
ADDRESS
CITY, STATE, ZIP
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, 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.

23. **ASSIGNMENT**

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or
condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or
of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA
______________________________
Raul Elias, Mayor
Dated: ________________________

“CONSULTANT”
INSERT CONSULTANT’S COMPANY NAME
______________________________
INSERT NAME, TITLE
Dated: ___________________________

ATTEST:

______________________________
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

______________________________
Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A
SCOPE OF SERVICES
EXHIBIT B
APPROVED FEE SCHEDULE
EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day’s work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant’s compliance, including without limitation, conducting a periodic review of
the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.
APPENDIX B
NON-COLLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

________________________________________
Signature of Authorized Representative

________________________________________
Name of Authorized Representative                  Title of Authorized Representative
APPENDIX C
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: ____________________________________________
Name (Please Print or Type)

By: ________________________________ Consultant’s Signature

Date: ________________________________

This executed form must be submitted with Scope of Work proposal.
APPENDIX D
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: ____________________________
    (Authorized Signature)

Type Name: ______________________
Title:

Date: __________________________