



Public Works Department

Request for Proposal (RFP) for Professional Services

Parking Enforcement

Submit Written Questions regarding RFP:	3:00 p.m. Wednesday, May 4, 2016
Pre-proposal Meeting:	10:00 a.m. Thursday, May 19, 2016
RFP submittal deadline:	3:00 p.m. Friday, June 3, 2016
Contact:	James Serrano Transportation Manager
(Email address)	jamess@ci.salinas.ca.us

CITY OF SALINAS
PUBLIC WORKS DEPARTMENT
200 LINCOLN AVENUE
SALINAS, CA 93901
(831) 758-7241

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES

TITLE: CITYWIDE PARKING ENFORCEMENT

1. INTRODUCTION

The City of Salinas is seeking proposals from qualified firms to provide services for efficient and professional parking enforcement operations citywide and wishes to engage these services without incurring capital outlay or adding City employees. Therefore, the city is seeking proposals from organizations that can provide Parking Enforcement Services. The City is seeking a multi-year contract with a qualified, professional and highly motivated firm or consortium to perform daily parking enforcement services. The required services and performance conditions are described in the Scope of Work (or Services).

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

Attachment A – Proposer's Information Form*

Attachment B – Scope of Work/Services

Attachment C – Sample Agreement for Professional Services

Attachment D – Sample Table, Qualifications of Firm Relative to City's Needs

Attachment E – Cost Proposal Format

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Meeting

A pre-proposal meeting will be held on Thursday, May 19, 2016 at 10:00 a.m. All prospective Proposers are strongly encouraged to attend.

3.2 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.2.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.
- 3.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 3:00 p.m., Wednesday, May 4, 2016. Correspondence shall be emailed to jamess@ci.salinas.ca.us. Responses from the City will be provided to all at the Pre-proposal meeting. Inquiries received after the date and time stated may not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.4 Submission of Proposals

In order to submit bids/proposals to the City of Salinas you must comply with the following:

Proposers shall submit by mail or hand deliver their proposal in a sealed envelope to:

Director of Public Works
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901

Proposers can contact the Public Works Secretary to receive confirmation that their proposal was received.

Proposals must be received no later than 3:00 p.m. on Friday, June 3, 2016. All proposals received after that time will be returned to the Proposer deemed as disqualified.

3.5 Withdrawal of Proposals

A Proposer may withdraw its **proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed** by, or on behalf of, the Proposer.

3.6 Rights of the City of Salinas

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	April 20, 2016
Deadline for questions, clarifications	3:00 p.m., Wednesday, May 4, 2016

Pre-Proposal Meeting	10:00 a.m., Wednesday, May 19, 2016
Proposals Due	3:00 p.m., Friday, June 3, 2016
Finalist Identified	Week of June 6, 2016
Interviews (if needed)	Week of June 13, 2016
Proposal selection and contract preparation	Week of June 13, 2016 (tentative)
Contract awarded	June 2016 (tentative)
Work commences	July 2016 (tentative)

5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

5.3 Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide in a table format (see Sample Table, Attachment D) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client's to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

5.4 Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

5.5 Chapter 5 – Proposed Innovations (Optional)

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.

5.6 Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

5.7 Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements and sample

contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment C – “Sample Agreement for Services.” Items not excepted will not be open to later negotiation.

5.8 Chapter 8 – Proposal Costs Sheet and Rates

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm’s understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Table, Attachment E).

Consultant shall provide the following information

- 5.8.1 Direct labor rates for proposed staff;
- 5.8.2 Overhead rate and breakdown of overhead elements;
- 5.8.3 Subconsultant billing rates and mark-up percentage for ODC’s (other direct costs); and identify all reimbursable expenses.

Most recent complete financial instrument that would establish Proposer’s ability to complete the obligations of the contract resulting from this solicitation. Proposers need to submit their last two audited financial statements (e.g., balance sheet, income statement, and statement of cash flow).

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work.

PLEASE NOTE: The City of Salinas will not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget per task form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a per task basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence

and materials and any subcontracted items of work. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment F. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment F.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Attorney. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

7. REVIEW AND SELECTION PROCESS

City staff will evaluate the proposals provided based on the following criteria:

- 7.1 Cost of services;
- 7.2 References from similar programs, indicating that contractor has performed services professionally with a positive impact on the community;
- 7.3 Training program;
- 7.4 Experience;
- 7.5 Level of customer service;
- 7.6 Implementation Plan;

A selection committee will make a recommendation to the City Council. The acceptance of the proposal will be evidenced by written Notice of Award from the City Public Works Department to the successful Proposer after Council approval.

8. ORAL INTERVIEWS

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee.

Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

9. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of the City of Salinas. All proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Salinas may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 11.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 11.2 Any attempt to improperly influence any member of the evaluation team;
- 11.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 11.4 Evidence of incorrect information submitted as part of the proposal;
- 11.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 11.6 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

12. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

13. GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No city employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

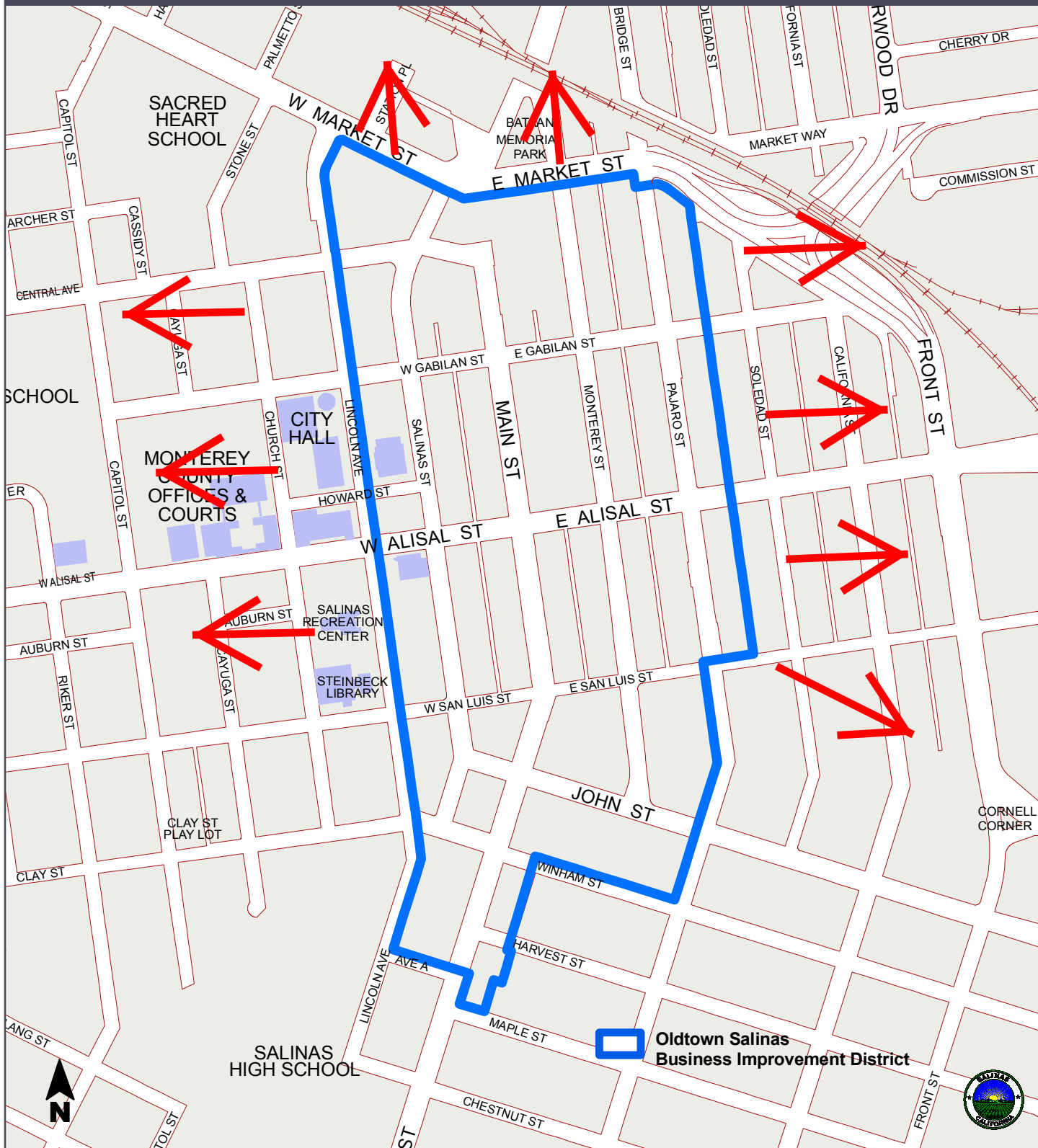
14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- 14.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor in the ultimate procurement.
- 14.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

SALINAS, CALIFORNIA

a great place to live, work, & visit



Oldtown Salinas Business Improvement District

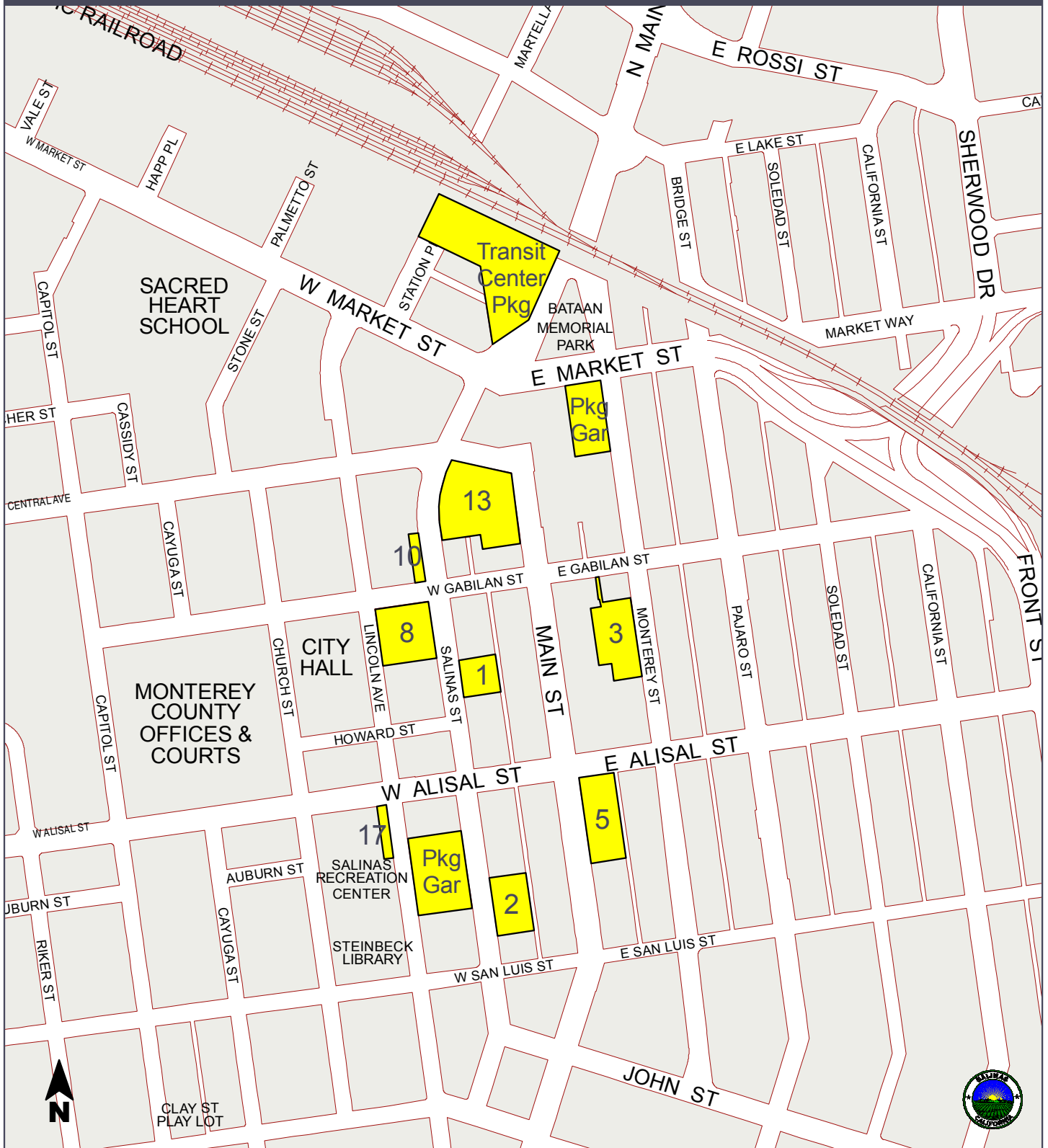
159 Main Street Salinas, California 93901 (831) 758-7387



Downtown Parking Boundaries expanded by
Vibrancy Plan 2015

SALINAS, CALIFORNIA

a great place to live, work, & visit

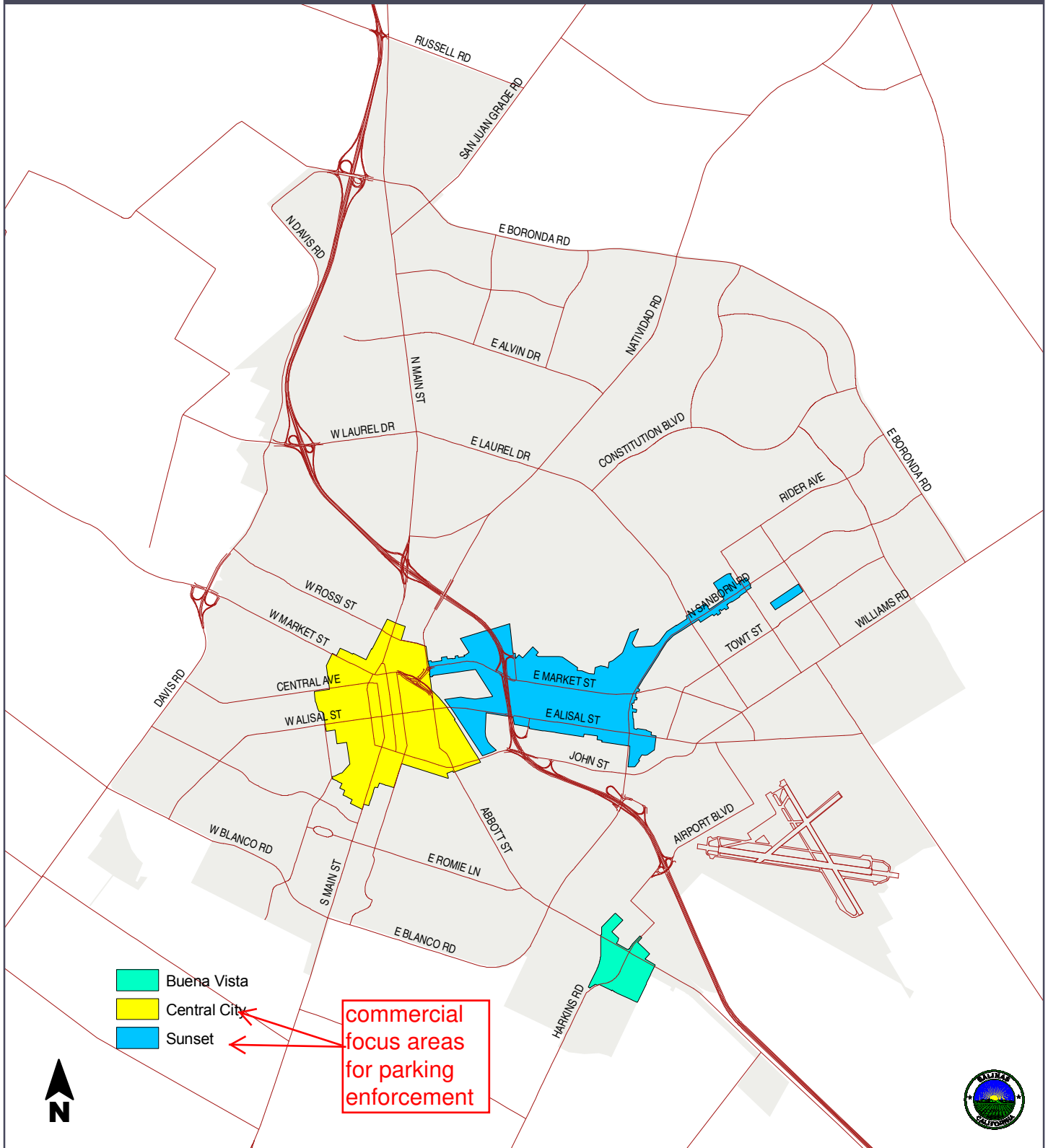


Oldtown Salinas Public Parking Lots

includes 2 parking garages

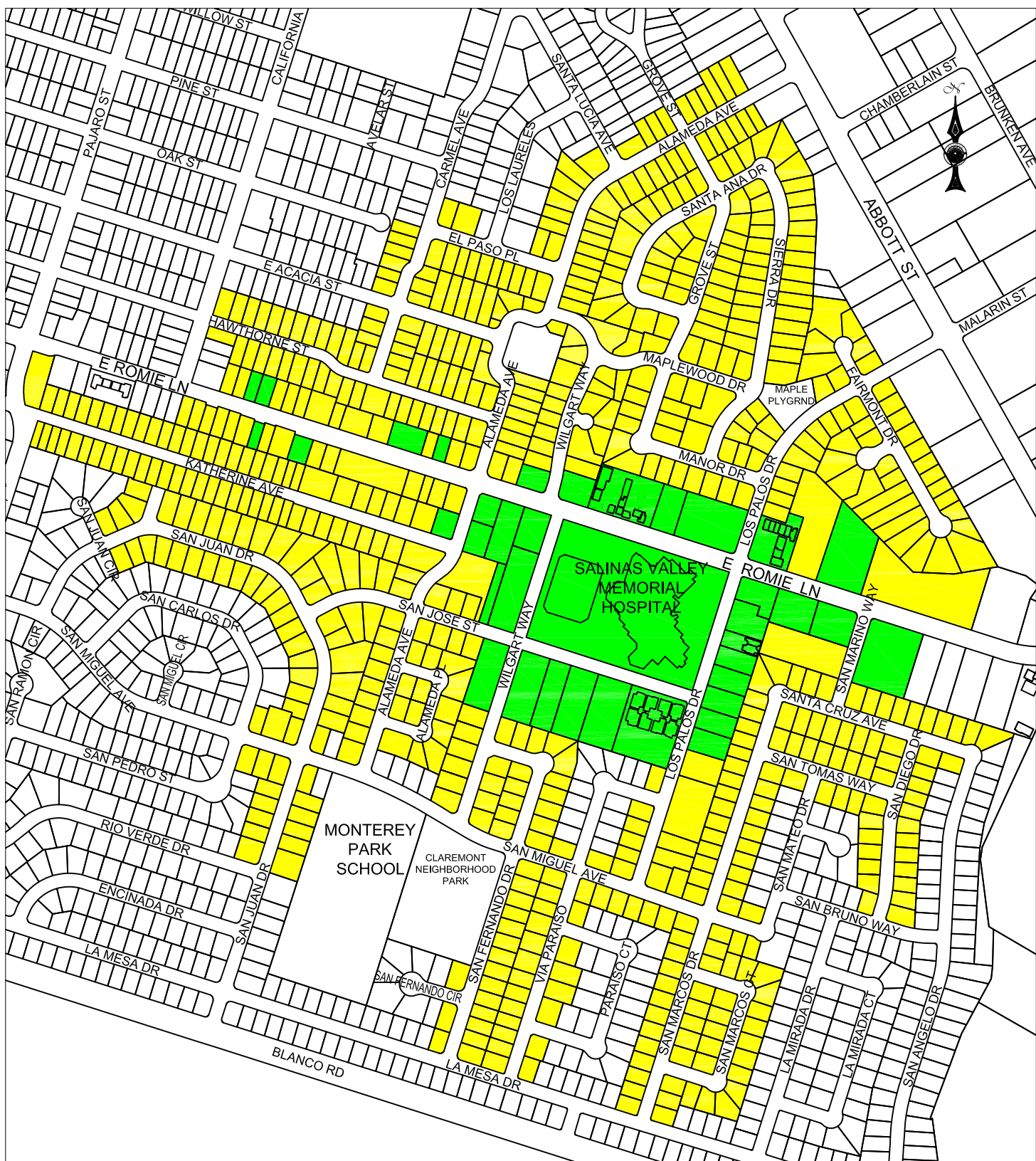
SALINAS, CALIFORNIA

a great place to live, work, & visit



Redevelopment Districts

159 Main Street Salinas, California 93901 (831) 758-7387



Permit Parking during daytime work and commute hours.

~ End of Section ~

Attachment A
Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____ Email: _____

Contact person, title, email, and telephone: _____

Proposer, if selected, intends to carry on the business as (check one):

☐ Individual ☐ Joint Venture

☐ Partnership

☐ Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

☐ Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: ☐ 1; ☐ 2; ☐ 3; ☐ 4; ☐ 5; ☐ 6;

Or, ☐ _____ No Addendum/Addenda Were Received (**check and initial**).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

Attachment A – Proposer Information continued...

1. If Proposer is **INDIVIDUAL**, sign here

Date: _____

Proposer's Signature

Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Member of the Partnership or Joint Venture signature

Date: _____

Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

Signature and _____
Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

ATTACHEMNT B – SCOPE OF WORK

Project Background:

The City of Salinas desires efficient and professional parking enforcement operations citywide which includes the city's commercial districts, residential permit parking program, schools, street sweeping restrictions, and parking restrictions and wishes to engage these services without incurring capital outlay or adding City employees. Therefore, the city is seeking proposals from organizations that can provide Parking Enforcement Services with the goal to increase parking citation issuance. The City is seeking a multi-year contract with a qualified, professional and highly motivated firm or consortium to perform daily permit parking enforcement services. The selected provider shall work with the City's Citation Processing and Administrative Review contractor, including provision of compatible equipment with their systems.

Description of Project (include need and objectives of the project):

The City of Salinas intends to improve effectiveness in the management of its downtown parking assets including several city-operated parking lots and two parking garages. The City has identified that improving revenue through citation issuance is critical to the success of any parking management program. The City also intends to improve on-street parking management in its commercial areas. The City currently has one residential permit parking district next to a commercial parking area adjacent to one of its major hospitals. The City also anticipates increasing on-street parking enforcement at school areas during pick-up and drop off operations. The City also is planning to implement new parking restrictions that will support street sweeping operations.

The attached maps shows commercial areas throughout the City and the location of the residential permit parking program.

The commercial or business districts generally have 2-hour parking. However, certain street segments may have 20-minute zones to 90-minute zones. Within the next two years, the City plans to begin a parking study in its downtown that is anticipated to create parking zones and pricing that better support the downtown economics.

Scope of Services

Contract Parking Enforcement personnel will provide enforcement services citywide, issuing parking citations to violators. The chosen contractor is expected to provide all equipment needed for enforcement operation, including but not limited to vehicles, handheld devices for uploading citation information and uniforms. Said equipment shall be compatible with systems of the City's citation processing contractor, Data Ticket.

Issuance of Parking Citations

The contractor's staff will be responsible for issuing citations for parking permit violations citywide. Citations must include the make, model, color, and style of vehicle, license tag number or Vehicle Identification Number (VIN), violation code number and description, base fine amount and additional fine amount in the event there is a failure to respond timely, badge number, the location of the parking offense, type of offense (e.g. permit incorrectly displayed, no valid permit, not parked in the right location) and the time and date of the offense. The contractor should supply handheld ticket writers which are capable of capturing digital photos and voice recordings associated with a violation. If a manual paper citation is used, it will be filled out in a complete and legible manner. All citations must be placed on the windshield of the offending vehicle, as required by the California vehicle code. The Contractor is required to provide handheld devices, ticket writer ticket stock, envelopes, and manual citation books.

The City would like the vendor to perform all enforcement services, but for citation processing and payments to occur via the City's existing citation management vendor and the revenue collections division in the City's Finance Department.

The Contractor is required to supply all vehicles needed, and will be responsible for all on-going operating expenses including insurance, fuel, maintenance, and repairs. All vehicles used by enforcement shall be clearly identifiable as performing parking enforcement for the City. Vehicle markings shall indicate the operator is a private company authorized to provide services in the City of Salinas. Marking and color should distinguish Contractor's vehicles from official City vehicles, and the vehicle markings must be approved by the City Manager and the Chief of Police or his/her designee. Parking enforcement and parking meter operations staff shall operate all vehicles at all times in compliance with all state and local motor vehicle and emissions laws. Vehicles shall not have missing parts or dents, and the rear of all patrol vehicles shall have a sign warning of frequent vehicle stops. All vehicles used by Contractor's personnel shall have blinking flasher lights installed on each vehicle's roof.

Personnel

The firm selected for the contract, and all of its personnel, should demonstrate an

exceptional familiarity with parking enforcement rules and regulations, laws, statutes, ordinances, policies, parking program technologies and management as well as hearing procedures. Most importantly, the firm chosen should demonstrate a superior understanding of operational requirements, public relations, and customer service practices.

The contractor will be responsible for all aspects of recruitment, selection, and initial and on-going training of parking enforcement personnel, so the contractor shall employ only persons competent and skilled and shall provide responsible supervision for each individual employed. The contract service provider shall not use discriminatory hiring practices in regard to ethnic origin, race, religion, gender, sexual orientation, and physical or mental disability. The contractor must adhere to all existing Government Code and City nondiscrimination policies, and the contractor's personnel shall at all times be polite and courteous to all citizens and City staff. The contractor's personnel shall be required to speak and write and communicate effectively to the City's customers, residents and visitors and bilingual skills are recommended to better serve the City's Spanish speaking community. The contractor will be responsible for assuring employee compliance with all laws and regulations, responding to inspections/audits by regulatory agencies, and paying any fines or assessments levied by regulatory agencies. In addition, the contract service provider will be responsible for all personnel supervision, discipline, and termination actions. However, the City may require the removal of any Contractor's personnel, when it is determined to be in the best interest of the City, at any time.

The contractor must provide a thorough background investigation on all potential employees, including but not limited to criminal/driving history, outstanding violations, polygraph and/or psychological exams, medical history, prior work issues and a skills assessment test. As the individuals selected for the process will be representing the City of Salinas on a day-to-day basis, the selection criteria are expected to be stringent. Employees should also be interviewed by City of Salinas staff prior to approval.

All personnel are to be provided with professional appearing uniforms, badges, and ID tags. Logos should appear on shirt and jacket sleeves, and hats should have an emblem designating them as official RPP parking enforcement personnel. The City must approve the color and design of uniforms, and it is important that uniformed personnel shall not resemble a City of Salinas Police Department uniform. All personnel are to be in complete uniform at any time during duty hours including time in court, and must carry City-issued photo identification at all times.

The contractor shall be responsible for the conduct, demeanor, and appearance of all employees. All employees shall act in a courteous and respectable manner while on duty, and in during any interactions with the public. The City of Salinas seeks to maintain the highest level of customer service, and employees must be attentive, alert, and responsive when dealing with customers' issues, needs, or complaints. As may be occasionally required, the contract service provider will be responsible for having their

employees appear in court, on-time, and prepared to testify on parking-related cases in a professional manner.

Training

The contractor will provide reasonable and necessary training to their employees who work for the City, relevant to their respective job duties. The training program should provide the Contractor's personnel with sufficient understanding of the RPP District as well as operation of required equipment and enforcement protocol. All personnel are to complete and pass the training course prior to starting service, and the training procedures must be approved by the City.

The contractor shall maintain complete training records for each employee, as well as any other records prescribed by law or City policy as appropriate. The training must include, but is not limited to, the following:

Enforcing permit violations by the issuance of citations

- Marking and tagging of vehicles
- Responding to calls for service
- Customer service delivery and expectations
- Conflict resolution management
- City Municipal code, state statute, and ordinances relating to parking enforcement and related activities
- Giving testimony and courtroom procedures
- Job procedures and emergency protocol
- Job safety
- Civil rights law and procedures
- Job procedures and emergency protocols

The Contractor shall select and hire only persons who are well-qualified to perform the duties for their respective job positions, and should provide classifications of all employee positions within their proposal, including a job description.

Classifications might include, but are not limited to:

- **Parking Enforcement Supervisor/Manager:** Assist the parking enforcement staff with day-to-day operations and staffing issues. Supervisor shall be responsible to report with the on a bi-monthly basis and provide updates on the enforcement process, any feedback from the public, incidents and number of citations issued. A supervisor should possess sufficient IT knowledge to be able to handle employee equipment issues in the field, and the capability of working with the citation processing agency for any citation issues.
- **Parking Enforcement Staff:** Responsible for the day-to-day management, supervision, and operation of parking enforcement services. These individuals

must have the capacity to act as “Ambassadors” for the City, providing information about parking enforcement practices and other information pertinent to the areas where they are working.

The contractor should provide performance metrics for each position so that performance evaluations may take place.

Routes

The Contractor is expected to familiarize themselves with the City prior to submitting a proposal, and should provide a schedule of estimated patrol routes and frequency recommendations. The City seeks to ensure that coverage is adequate, fair, regular, and consistent, although it is also expected that the contractor will Contractor will alternate the patrol routes on a regular basis to eliminate predictability. The contractor can propose changes to routes and schedules to the City as part of their performance reporting meetings and documentation.

Record Keeping and Reporting

The proposer will be responsible for maintaining records of employment and, upon request, provide the City with personnel and training information for each employee. In addition, the contractor will be responsible for preparing and maintaining records, including logs of parking enforcement activities. Supervisor shall be responsible attending weekly meetings with the City to provide updates on parking activity and issues. The Contractor will also be expected to purchase parking permits for any employees driving to Salinas.

Proposal Requirements

- A. Cover Letter: Each Proposer shall submit with their proposal a cover letter identifying the Proposer and the proposal package being submitted. An authorized representative of the Proposer must sign the cover letter. Proposer’s representative shall identify name, title, office location, telephone number, fax number and e-mail address.
- B. Table of Contents: Include a Table of Contents listing the various sections included in the proposal.
- C. Description of Services

The description of services shall be prepared in accordance with the following sections:

Section I: Executive Summary

Proposers shall include in their Proposal, an Executive Summary that indicates the firm’s expertise and strengths. Additionally, this section must include a brief statement of the

firm's background and examples of accomplishments that distinguish the firm from other enforcement firms and enable your firm to be the most competitive for this RFP.

Section II: Proposed Approach

Proposers shall describe their approach to meeting the scope of work. The following areas must be addressed in the scope of work:

- 1) An explanation of the firm's approach to organizing and implementing the parking enforcement and services.
- 2) Description of the firm's approach in working with cities and their staff members.
- 3) Description of the firm's management philosophy and strategy for an agreement with the City of Salinas.
- 4) Examples of parking enforcement and meter operations contracting services and accomplishments, past and present that, that may be of similar nature to this scope of work. Include names and contacts in association with those contracts for references.
- 5) Areas not in this RFP, but which the Proposer believes are essential to the effective performance and completion of the services should also be addressed in the proposal.

In this section, the proposing company should also demonstrate their specific capabilities to fulfill the requirements for performance of this contract. The response should include details on the service level proposed for parking enforcement citywide and staffing proposal.

Section III: Staffing

The City desires a single source of contract accountability through the proposing organization, so acknowledgement of this requirement is needed if subcontractors are proposed. Also, each service provider should state the on-site and off-site personnel who will have responsibility for administration of this contract. This section should include the names of any proposed subcontractors that the prime Contractor plans to use.

Section III should include a project organizational chart with the following information:

- 1) Names and titles of individuals; and
- 2) Names and titles of possible subcontractors who may be involved in providing the required services.

As part of Section IV, the contractor should also provide the following:

- 1) Identify the firm's business structure (i.e. whether the firm is a corporation, limited partnership, sole proprietorship, etc.), location of headquarters office and location of any local offices, telephone number, fax number and e-mail address.
- 2) Identify the names of general partners or owner(s) of the firm, their titles, office location, telephone number, fax number and e-mail address.
- 3) List the name, title, address, telephone number, background and responsibilities of the

lead management person who will be onsite full time to direct the operations of the outsource services.

4) Include a responsibility matrix indicating the reporting structure and responsibilities of each member of the proposed outsource services project team.

5) Identify each possible subcontractor by firm's name, primary representative and title, telephone number, fax number, e-mail address, location of office headquarters and location of any local offices.

Section V: Team Experience and Accomplishments

Proposal must include the following information:

A. Project Manager:

Describe the professional qualifications, capabilities, project experience, education, training and the present office location. Provide a list of specific examples of the Project Manager's qualifications, experience and accomplishment in any relevant past or ongoing projects, for a minimum of three projects. Describe each project in detail, including when the project was completed and where it was located, the name of the company and contact person, including his/her current telephone number, fax number, e-mail address and any other reference information. Describe any experience that required auditing services.

B. Other Key Personnel:

- Include the names and resumes of all key personnel (e.g. supervisors, staff) who are employed by Vendor and who may be assigned to perform services pursuant to a subsequent contract.
- Provide a complete statement of qualifications and experience to accomplish the required scope of work. Include any accomplishments, background and a description of that person's strengths and skills relative to the work to be performed. This statement must include degrees and certifications obtained and other function while gaining the experience; contract amount managed; what was accomplished; and the beginning and ending dates of the projects cited for relevant experience.

Section VI: Contracting Track Record and Accomplishments

Proposers must list a minimum of most recent three (3) contracts with other cities or private groups performing similar services to what are described in this RFP, including a description of the work and the name, address and telephone number of client's representative responsible for administering the contract.

Section VII: Contractor's Project Management Responsibilities

The City wants a clear understanding of the individual(s) who will be designated as responsible for planning, organizing, directing, and controlling the resources for the new parking enforcement program. The contractor should include in their recommendation a discussion of their strategy for meeting the following responsibilities:

- Management of Operations
- Status Reporting

- Human Resources
- Accounting Reports
- Staff Supervision
- Equipment and Supplies Management
- Issue Resolution
- Billing Process

In addition to these areas, the responsibilities of the Contractor's Project Manager(s) and supervising staff will include the following tasks:

- Managing risk and escalating issues to the City in a timely manner
- Providing a quality assurance mechanism for all Contractor activities and deliverables.
- Assisting in the development of the services implementation plan.

Section VIII: Implementation Plan

The contractor shall include a proposed implementation plan and schedule outlining all aspects of the work:

The contractor shall plan to utilize both the City's existing citation processing vendor and the existing process for managing payments of citations. The vendor should outline the strategy for engagement in these existing processes.

The projected schedule should include any tasks and responsibilities of City staff and departments involved in the implementation process (e.g. Police Department, Parking, Transportation). The City's desired timeframe is to be operational with the Contractor sixty (60) to ninety (90) days from contract award. If Contractor does not believe this timeframe is achievable, they should state why and submit an alternative implementation schedule.

Contractors should propose standard procedures for handling the City's support calls and customer service related complaints and how they relate to their existing staffing and resource models. Contractor should discuss their proposed call and complaint tracking mechanisms for tracking and reporting on critical events, commitments, and problem transactions.

Contractor should discuss methods and procedures it will use to secure parking enforcement equipment, parking meter equipment, and collected parking meter revenues.

The contractor should discuss any physical requirements, including how and where employees will meet at the beginning of a shift.

Section IX: Fee Schedule

The contractor shall submit a proposed project budget itemized by task and total project cost stated as a fixed fee. Labor and direct costs should be identified by task. Hourly rates for project staff shall also be provided.

Attachment C - Sample Agreement for Professional Services

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND _____**

This Agreement for Professional Services (the "Agreement") is made and entered into this 18th day of December, 2012, by and between the **City of Salinas**, a California charter city and municipal corporation (hereinafter "City"), and _____, a California corporation, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant's services are described in **Exhibit A**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on _____, 2011, and shall terminate on _____, 2012, unless extended in writing by either party upon thirty (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of Section 17 of this Agreement. Consultant shall fully comply with all time-lines for performance of its consulting services set forth in **Exhibit A**.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the hourly rates of compensation set forth in **Exhibit A**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:
 - a. A brief description of services performed;
 - b. The date the services were performed;
 - c. The number of hours spent and by whom;
 - d. A brief description of any costs incurred; and
 - e. The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

6. Responsibility of Consultant.

a. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

b. Consultant shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Consultant. _____, is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

7. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

a. Assist Consultant by placing at his disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

b. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

c. _____, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

d. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

8. Acceptance of Work Not a Release. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

9. Indemnification and Hold Harmless. Consultant shall indemnify, defend, and hold City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Consultant, its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

10. Insurance.

a. Consultant shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. Consultant shall maintain the following limits:

General Liability - Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insureds under the Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible of more than \$25,000.00 may be subject to review by the City of the Contractor's financials.

Umbrella or Excess - Contractor shall provide limits on the Declarations Page but not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence and Two Million and 00/100 (\$2,000,000) in the aggregate on a follow - form basis having an A.M Best rating of A-Class VIII or better.

Auto Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 (\$1,000,000.00) combined single limit for bodily injury and property damage having an A.M Best rating of A - Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non -owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

Workers' Compensation – Contractor shall provide Workers' Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer's Liability Insurance for One Million and 00/100 Dollars (\$1,000,000). Waiver of Subrogation for Workers' Compensation in favor of the City of Salinas is required.

Professional Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000) per claim and One Million and 00/100 Dollars (\$1,000,000) in the aggregate having an A.M Best rating of A-Class VIII or better.

c. All insurance companies with the exception of "Worker's Compensation" and "professional errors and omissions" affording coverage to the Consultant shall be required to add the City of Salinas, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.

d. All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

e. All insurance companies affording coverage shall provide thirty (30) days written notice by certified mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

f. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk and Benefits Analyst, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail

such notice shall impose no obligation or liability of any kind upon the Consultant, its agents or representatives” does not satisfy the requirements of this subsection. The Consultant shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

g. Consultant shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant. In the event Consultant is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Consultant shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

h. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant’s usual and customary business hours. Consultant shall provide proper facilities to City’s representative(s) for such access and inspection.

12. Assignment. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

13. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant’s schedule of hourly rates shown in **Exhibit A** of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant’s notice to proceed with the changed scope.

14. Notice to Proceed; Progress; Completion. Upon execution of this Agreement by both parties, City shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Subcontractors. Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultants by this Agreement.

17. Termination.

a. City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

b. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of based upon the hourly rates of compensation shown in **Exhibit A**, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

c. In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions

of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

d. In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

e. The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

18. Audit and Examination of Accounts.

a. Consultant shall keep and will cause any assignee or subcontractor under this Agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this Agreement.

b. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

c. Consultant hereby agrees to disclose and make available any and all information, reports or books of records or accounts pertaining to this Agreement to City and any City of the County of Monterey or state or federal government which provides support funding for this project.

d. Consultant hereby agrees to include the requirements of subsection (B), above, in any and all contracts with assignees or consultants under this Agreement.

e. All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals or claims.

19. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

20. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

21. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

22. Integration and Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

23. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey.

24. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

25. Notices.

a. Written notices to the City hereunder shall, until further notice by City, be addressed to:

Deputy Director of Permit Services
City of Salinas
65 West Alisal Street
Salinas, California 93901

With a Copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

b. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

c. The execution of any such notices by the City Manager of the City shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

d. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

26. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

27. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

28. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

29. Multiple Copies of Agreement. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of the document.

30. Attorney's Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

31. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

32. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

33. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

35. Legal Representation. Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents

and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

36. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

37. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

38. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Ray E. Corpuz, Jr., City Manager

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

Consultant

By:
Its:

Date

By:
Its:

Date

Attachment D
SAMPLE TABLE FORMAT
QUALIFICATIONS OF FIRM RELATIVE TO CITY'S NEEDS

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*
<p>Did your firm meet the project schedule (Circle one): Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						

*Include name, title and phone number.

Attachment E
SAMPLE COST PROPOSAL FORMAT – RFP

(The City is looking for a submittal in this format – content should match cost for scope of services required)

Scope	Labor Categories (e.g., Consultant, Sr. Consultant, etc.)	Est. Hours	Hourly Rate	Extended Rate
Task 1			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 1			\$	\$
Task 2			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 2			\$	\$
Task 3			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 3			\$	\$
TOTAL NOT TO EXCEED (TASKS 1 – 3)			\$	\$