

REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE FEE STUDY AND OVERHEAD COST
ALLOCATION ANALYSIS



CITY OF SAN RAMON
ADMINISTRATIVE SERVICES DEPARTMENT
FINANCE DIVISION

Issued: July 3, 2023

Proposal Deadline: Thursday, August 3, 2023 at 3:00 p.m.

to

City Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583

Attn: City Clerk

**CITY OF SAN RAMON
REQUEST FOR PROPOSALS**

Table of Contents

1. ABOUT THE CITY	2
2. THE SERVICES.....	2
A. Summary.....	2
B. Form of Agreement.	2
C. Scope of Services.....	2
3. REQUEST FOR PROPOSAL PROCEDURES.....	2
A. Requests for Information.....	2
B. Pre-Submittal Meeting.....	3
C. Submittal Instructions.....	3
D. Planned RFP Schedule.....	3
E. Addenda.....	3
4. PROPOSAL REQUIREMENTS.....	3
A. Cover Letter.	3
B. General Qualifications.	4
C. Experience.....	4
D. Staffing.....	4
E. Price.....	4
F. Proposed Approach.....	4
5. EVALUATION	5
6. SELECTION AND AWARD.....	5
A. Review.....	5
B. Award.....	5
C. Protest Procedures.....	5
7. MISCELLANEOUS	5
A. Disclaimers and Reservation of Rights.	5
B. Conflict of Interest.....	6
C. Public Records.....	6
Attachment A – Form of Agreement.....	7
Attachment B – Scope of Services.....	16

CITY OF SAN RAMON REQUEST FOR PROPOSALS

The City of San Ramon (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for COMPREHENSIVE FEE STUDY AND OVERHEAD COST ALLOCATION ANALYSIS services.

1. ABOUT THE CITY

The City of San Ramon was incorporated in 1983 and located in the San Ramon Valley of Contra Costa County, approximately 35 miles east of the City of San Francisco in the San Francisco Bay Area. The San Ramon Valley has long been considered one of the most desirable living areas in the Bay Area because of its scenic beauty, suburban charms, excellent school systems, and proximity to major employment centers. The City occupies a land area of 18.56 square miles and is surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both the Alameda and Contra Costa Counties.

The City operates under a Council-Manager form of government with over 250 employees, serving a population of approximately 81,344. Additional information about the City is available online at www.sanramon.ca.gov.

2. THE SERVICES

A. Summary. The City desires COMPREHENSIVE FEE STUDY AND OVERHEAD COST ALLOCATION ANALYSIS (“**Services**”) for the evaluation of citywide user fees and a full cost allocation plan for enhancing revenue and recovering cost. The services involve updating the Master Fee Schedule of each department, identifying additional service fees charged by other surrounding cities that are not currently part of the existing Master Fee Schedule, and developing a fully-burdened staff hourly rate. The City is seeking to engage the services of a qualified professional firm experienced in cost recovery to prepare both reports for all user fees. The last comprehensive user fee study was performed in 2017. The services are anticipated to commence in September 2023. The final reports should be complete by March 31, 2024.

B. Form of Agreement. A copy of the City’s standard Consultant Services Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to J. Kelly Sessions, Administrative Services Director, at ksessions@sanramon.ca.gov by 5:00 p.m., July

10, 2023 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or its representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will not be held.

C. Submittal Instructions. Proposals must be **received** by the City by or before August 3, 2023 at 3:00 p.m. (“**Proposal Deadline**”). Respondent must submit one original and four (4) identical copies of the Proposal in a sealed envelope labeled with Respondent’s name and return address, marked “Proposal for COMPREHENSIVE FEE STUDY AND OVERHEAD COST ALLOCATION ANALYSIS,” and addressed as follows:

City Clerk
 City of San Ramon
 7000 Bollinger Canyon Road
 San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	Monday, July 3, 2023
Request for Information Deadline	Monday, July 10, 2023, 5:00 p.m.
Proposal Deadline	Thursday, August 3, 2023, 3:00 p.m.
Interviews (if requested by City)	August 10-11, 2023
Notice of Selection	August 18, 2023
Commence Services	September 1, 2023

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City’s website at www.sanramon.ca.gov/our-city/bids-rfp. Each Respondent is **solely** responsible for checking the City’s website for addenda, and for reviewing all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. Proposals should not exceed thirty (30) one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all the following information:

- (1) Respondent’s name, address, phone number, and website address;

- (2) Type of organization (e.g. corporation, partnership, etc.);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP;

INCLUDE THE STATEMENTS BELOW:

(5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda(s):

Addendum: Date Received:

01 _____

02 _____

; and

(6) Respondent has read and understood the insurance requirements outlined in **Attachment A, Section 15**, and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a lump sum price, and if necessary, a pricing schedule, for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc. Attach a copy of billing rates that would apply to any authorized additional Services.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

- General qualifications 1-25 points
- Relevant experience 1-15 points
- Proposed staffing 1-15 points
- Pricing 1-15 points
- Proposed approach 1-10 points
- Responsiveness 1-10 points
- References 1-10 points
- Interview (if requested) 1-10 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Contract, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous Proposal to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Contract to the Respondent that it determines to offer the most advantageous Proposal. The Respondent will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at www.sanramon.ca.gov/our-city/bids-rfp, and which may also be emailed to each Respondent that submits a Proposal.

C. Protest Procedures. Any protest challenging the City's intended selection, or the selection process must be submitted no later than 5:00 p.m., on the fifth (5th) business day following the date of the Notice of Selection. The protest must be submitted in writing via email to the City Clerk, at cityclerk@sanramon.ca.gov, please copy ksessions@sanramon.ca.gov and must clearly specify the basis for the protest. The protest will be reviewed by the Administrative Services Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Contract and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of the City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Contract to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, *et seq.*) (the “**Act**”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

- Attachment A – Form of Agreement
- Attachment B – Scope of Services

Attachment A – Form of Agreement

**CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF SAN RAMON AND
VENDOR
FOR A
COMPREHENSIVE FEE STUDY AND OVERHEAD COST ALLOCATION ANALYSIS**

This Agreement is made by and between the City of San Ramon, a municipal corporation (“CITY”) and VENDOR (“CONSULTANT”) together referred to as the “Parties.”

RECITALS

WHEREAS, CITY solicited Proposals by Request for Proposals (“RFP”) COMPREHENSIVE FEE STUDY AND OVERHEAD COST ALLOCATION ANALYSIS; and

WHEREAS, after review of all Proposals submitted pursuant to said RFP, CONSULTANT’s proposal on the project was accepted by the CITY and identified as most advantageous to the CITY; and

WHEREAS, CONSULTANT by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services; and

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for COMPREHENSIVE FEE STUDY AND OVERHEAD COST ALLOCATION ANALYSIS by adopting Resolution No. 20[Comments] on _____, 202X; and

WHEREAS, CONSULTANT is willing to provide the requested services.

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONSULTANT agree as follows:

1. **Award of Agreement.** In response to the Request for Proposals, CONSULTANT has submitted a Proposal to perform the Work as set forth in the Request for Proposal, Attachment B – Scope of Work. On August 18, 2023, CITY authorized award of this Agreement to CONSULTANT for the amount set forth in Section 5, below.
2. **RFP Documents.** The RFP Documents incorporated into this Agreement include and are comprised of all the documents listed below.

Sections

- 2 The Services
- 3 Request for Proposal Procedures
- 4 Proposal Requirements
- 5 Evaluation
- 6 Selection and Award
- 7 Miscellaneous

3. **Scope of Service.** The scope of service covered by this Agreement includes DESCRIBE SERVICE IN MORE DETAIL, AND, IF SCOPE OF WORK TOO DETAILED FOR FULL DESCRIPTION HERE, ADD FOLLOWING: and as further described and contained in the scope of work as set out in Exhibit A, attached and incorporated herein by reference.

CONSULTANT shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONSULTANT to provide the services required hereunder.

4. **Term of Agreement.** This Agreement shall commence as of the effective date listed below and shall end on March 31, 2024 or the date CONSULTANT completes the services provided for in this Agreement, whichever occurs first, unless otherwise terminated under the terms of of this Agreement.

However, CONSULTANT is under no obligation to commence work hereunder prior to execution of this Agreement.

5. **Compensation.** Compensation for the services shall be paid on a time-and-materials basis. The maximum compensation is not-to-exceed **XX DOLLARS (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in **Exhibit A**.

6. **Invoicing, Payments, Notices.** CONSULTANT shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

CITY shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. CITY shall pay undisputed invoices within net thirty (30) days from receipt of the invoice.

Transmittal of Notices and Invoices are as follows:

Notices to CITY:
City of San Ramon

Attn: City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583
cityclerk@sanramon.ca.gov

To CONSULTANT:
VENDOR

Attn: Contact Name, Title
Address
Address
Email

Invoices to CITY:
City of San Ramon
Attn: Kelly Sessions, Director
Administrative Services
7000 Bollinger Canyon Road
San Ramon, CA 94583
ksessions@sanramon.ca.gov

7. **Professional Services – Additional Obligations on Scope of Work.** CONSULTANT shall:
- A. Not either during or after the term of this Agreement, make public any reports or articles or disclose to any third party any confidential information relative to the work of CITY or the operations or procedures of CITY without prior written consent of CITY.
 - B. Not during the term of the Agreement, take any action that would affect the appearance of impartiality or un-professionalism. CONSULTANT shall perform all services of this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged.

8. **Financial Records of Consultant.** CONSULTANT shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONSULTANT shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONSULTANT shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONSULTANT shall make all such records available to CITY within fourteen (14) days of the request.

9. **Ownership and Final Work Product.** Final work products produced by CONSULTANT in any form shall be delivered in an easily accessible digital format, where applicable. ALL work product of CONSULTANT provided hereunder shall become the property of CITY.

10. **Proprietary or Confidential Information.** CONSULTANT understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONSULTANT may have access to private, proprietary, or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONSULTANT agrees that all confidential information disclosed to CONSULTANT by CITY shall be held in confidence and used only in performance of this Agreement. CONSULTANT shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

11. **Public Records.** CONSULTANT acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, *et seq.*) (the “Act”); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONSULTANT’s Proposal or Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If CONSULTANT believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONSULTANT bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third-party claim seeking disclosure of the public record or any portions thereof.

PLEASE INITIAL:

_____ CONSULTANT has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONSULTANT bears the burden of proving any claimed exemption under the Act, and (2) CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

12. **Independent Contractor.** The Parties intend that this Agreement will create an independent CONSULTANT/CITY relationship. No agent, employee, or representative of the CONSULTANT shall be deemed to be an employee, agent, or representative of the CITY for any purpose, and the employees of the CONSULTANT are not entitled to any of the benefits the CITY provides for its employees. The CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement.

In the performance of the services contemplated in this Agreement, the CONSULTANT is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated in this Agreement must meet the approval of the CITY and shall be subject to the CITY's general rights of inspection and review to secure the satisfactory completion of the work.

- 13. Reports and Inspections.** The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

The CONSULTANT shall at any time during normal business hours, and as often as the CITY may deem necessary, make available for examination all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONSULTANT's activities that relate directly or indirectly to this Agreement.

- 14. Out of State Business.** If CONSULTANT is an out of state business and does not have a local office within the State of California, CONSULTANT shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state CONSULTANT fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

- 15. Insurance.** CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be incorporated in the CONSULTANT's proposal.

A. Required Insurance. CONSULTANT shall maintain, at all times, during the term of this Agreement and at CONSULTANT's sole cost and expense:

- i. **Comprehensive General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, including, without limitation, blanket contractual liability, with limits no less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to maintain Workers' Compensation insurance and Employer's

Liability insurance in accordance with the laws of the State of California for all the subcontractor's employees.

If the 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.

B. The liability policies must contain, or be endorsed to contain the following provisions:

- i. *Additional Insured Status:* CITY, its Council, officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. *Primary Coverage:* For any claims related to this agreement, the **CONSULTANT's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the CITY, its Council, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its Council, officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- iii. *Umbrella or Excess Policy:* The CONSULTANT may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONSULTANT's primary and excess liability policies are exhausted.
- iv. *Notice of Cancellation:* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.
- v. *Waiver of Subrogation:* CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether

or not the CITY has received a waiver of subrogation endorsement from the insurer.

- vi. *Self-Insured Retentions*: Self-insured retentions must be declared to and approved by CITY. The CITY may require the CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by CITY. Any and all deductibles and SIRs shall be the sole responsibility of CONSULTANT or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. CITY may deduct from any amounts otherwise due to CONSULTANT to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. CITY reserves the right to obtain a copy of any policies and endorsements for verification.
- vii. *Acceptability of Insurers*: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
- viii. *Subcontractors*: CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that CITY is an additional insured on insurance required from subcontractors.
- ix. *Verification of Coverage*: CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. *Duration of Coverage*: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the agreement of work.
- xi. *Special Risks or Circumstances*: CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PLEASE INITIAL:

_____ CONSULTANT has read and understood the insurance requirements outlined above and hereby affirms that (1) the cost of providing such insurance has been incorporated into CONSULTANT's proposal, and (2) that CONSULTANT provided the required documentation for insurance coverages prior to execution of this Agreement.

- 16. Conflicts of Interest.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement, CITY Resolution No. 2020-017, California Government Code §1090, *et seq.*, or the Political Reform Act, as set forth in California Government Code §81000, *et seq.* and its accompanying regulations. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement. Any violation of this Section constitutes a material breach of the Agreement.
- 17. Prohibited Interest.** No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds of this Agreement.
- 18. Political Activity Prohibited.** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 19. Nondiscrimination.** CONSULTANT represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.
- 20. Indemnification.**
 - A. CONSULTANT shall indemnify and hold the CITY and its Council, agents, employees, and officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of any kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement or CONSULTANT's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, or any of its Council, agents, employees, or officers, then this indemnification provision shall be valid and enforceable only to the extent of the negligence of CONSULTANT; and provided further, that nothing in this Agreement shall require CONSULTANT to hold harmless or defend the CITY, its Council, agents, employees, or officers from any claims arising from the sole negligence of the CITY, its Council, agents, employees, or officers. CONSULTANT agrees that the indemnification provided in this Agreement constitutes CONSULTANT's limited waiver of immunity as an employer; provided, however, this waiver shall apply only to the extent an employee of CONSULTANT claims or recovers compensation from the CITY for a loss or injury that CONSULTANT would be obligated to indemnify the CITY for under this Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

- B. CONSULTANT does now remise, release, forever discharge and covenant not to sue the CITY, its Council, agents, servants, employees, officers, successors and assigns, and also any and all other persons, associations and corporations, whether or not named in this Agreement, who, together with the above named, may be jointly and severally liable to CONSULTANT, of and from any and all actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands in law or equity, including claims for contribution, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries or death, damage to property, and the consequences of the same, which previously have been or which later may be sustained by CONSULTANT or by any and all other persons, associations and corporations, from all liability arising out of or in connection with this Agreement.
- C. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided in this Agreement.

21. Intellectual Property Indemnification. CONSULTANT shall, at its expense, defend, indemnify and hold harmless CITY and any Indemnified Party against any and all Losses arising out of or in connection with any claim that CITY's or Indemnified Party's use or possession of goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall CONSULTANT enter into any settlement without CITY's or Indemnified Party's prior written consent.

22. Amendments. Any modifications or amendment of any provision of the Agreement shall be in writing and must be executed by all parties.

23. Assignment. The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT must not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

24. Termination. CITY may terminate this Agreement, in whole or in part, at any time, by providing at least ten (10) days' written notice to the other party. The CONSULTANT shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit a termination claim to the CITY. If the CONSULTANT has any property in its possession belonging to the CITY, the CONSULTANT will account for such property and dispose of it in a manner directed by the CITY.

If the CONSULTANT fails to perform in the manner called for in this Agreement, or if the CONSULTANT fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within fourteen (14) days after written notice of such failure, the CITY may immediately terminate this Agreement for cause. Termination shall be affected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

25. Jurisdiction, Venue, and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

26. Severability. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision of this Agreement is in conflict with any statutory provision of the state of California, such conflicting provision shall be deemed inoperative and null and void insofar as it may be in conflict with such statutory provisions and shall be deemed modified to conform to such statutory provisions.

27. Entire Agreement, Time of Essence, No Waiver. The parties agree that this Agreement is the complete expression of the terms of this Agreement and any oral representations or understandings not incorporated in this Agreement are excluded. Failure to comply with any of the provisions of this Agreement shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. In the event of conflict between the body of this Agreement and its Exhibits, the terms of the body of this Agreement shall prevail.

28. Signatures and Counterparts. This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile and scanned signatures shall be binding the same as originals.

Signatures intentionally omitted.

Attachment B – Scope of Services

COMPREHENSIVE FEE STUDY & OVERHEAD COST ALLOCATION ANALYSIS

Project tasks shall include, but are not necessarily limited to, the following:

Overhead Cost Allocation Plan

Prepare the City's fully-burdened Cost Allocation Plan, which may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

- A. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Cost Allocation Plan to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- B. Meet with staff either in-person or virtually to conduct interviews as needed to gain an understanding of the City's processes and operations.
- C. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities.
- D. Determine the appropriate General and Administrative overhead allocations to City activities and applicable overhead rates for use in calculating the City's billable hourly rates. The requirements of the model should allow for:
 - a) Additions, revisions, or removal of direct and overhead costs so that the overhead cost allocation plan can be easily adapted to a range of activities, both simple and complex.
 - b) The ability of the City to continuously update the model and overhead cost allocation plan from year to year as the organization changes.
 - c) The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).
- E. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
- F. Present the plan to the City's management group and make necessary adjustments as requested.
- G. If called upon to do so, prepare and deliver presentations to the Council to facilitate their understanding of the plan and its implications to the City.
- H. Provide the City with an electronic copy of the final comprehensive review, including related schedules and cost documentation in a format that can be edited and updated by

City staff to accommodate changes in the organization or changes in cost.

- I. Prepare a final report and provide five bound copies, one unbound copy, and a single Microsoft Word and PDF file of the Overhead Cost Recovery Plan that can be made available to City staff. Models, tables and graphs should be provided in Microsoft Excel as deemed appropriate. Any Cost Allocation Model revisions developed shall also be made available to the City in Microsoft Word and PDF formats, providing the ability to add, delete and/or update information as needed.
- J. Provide a computer-based model for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs.
- K. Consult with City staff should the need arise to defend the cost allocation plan as a result of audits or other challenges.
- L. Update the plan annually and maintain accurate records of all correspondence, work papers, and other relative evidence during the contract period of five years.

User Fee Study

Prepare a User Fee Study for the City, which may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

- A. Work and meet with City staff either in-person or virtually to refine the project scope, purpose, uses and goals of the City's User Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- B. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a comprehensive review of the City's existing fees, rates, and charges.
- C. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to, Proposition 218.
- D. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where perhaps the City should charge, in light of the City's practices, or the practices of similar or neighboring cities.
- E. Recommend potential new fees and charges for services that the City currently provides but does not have any fees and/or charges established. Recommendations should be based on practices by surrounding cities that may charge for similar services, industry best practices, or the consultant's professional opinion.

- F. Recommend appropriate fees and charges based on the firm's analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic (e.g. youth recreation).
- G. Prepare a report that identifies each fee service, its full cost, and recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service.
- H. Prepare a report that identifies the present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other Orange County cities. A survey comparison of rates and fees with similar cities is for information only.
- I. Report on other matters that come to the Consultant's attention in the course of the evaluation that, in the Consultant's professional opinion, the City should consider.
- J. Provide a computer based model for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. The requirements of the model should allow for:
 - a) Additions, revisions, or removal of direct and overhead costs so that the overhead cost allocation plan can be easily adapted to a range of activities, both simple and complex.
 - b) The ability of the City to continuously update the model and overhead cost allocation plan from year to year as the organization changes.
 - c) The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).
- K. Prepare and deliver presentations to the City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested.
- L. Provide training to enable staff to update fees on an annual basis.
- M. Prepare a final fee study report and provide five bound copies, one unbound copy, and a single Microsoft Word and PDF file of the User Fee Study that can be made available to City staff. Models, tables and graphs should be provided in Microsoft Excel as deemed appropriate. Any revisions to the Master Fee Schedule shall also be made available to the City in Microsoft Word and PDF format, providing the ability to add or delete and/or update information as needed.
- N. Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.