

**Request for Proposals
Operational and Organizational Assessment of
Parking Meter Collections
& Currency Counting Room**

**Issued by the City of Santa Monica
Finance Department
April 1, 2013**





Request for Proposals Operational and Organizational Assessment of Parking Meter Collections & Currency Counting Room

I. Introduction

The City of Santa Monica serves a diverse population of nearly 90,000 residents and 15,000 businesses in 8.3 square miles. The City is a full service Charter City providing a wide array of services including City owned and operated transit services, solid waste services, a cemetery, general aviation airport and public safety.

The City of Santa Monica's Department of Finance currently consists of five divisions: Administration, Budget, Business & Revenue Operations, Financial Operations and Risk Management. Responsibility for the City's 5,967 on-street parking meters falls within multiple City Departments and Divisions. The Finance Department Administration Division's Parking Operations Section is responsible for managing the overall program and the Business & Revenue Operations Division is responsible for parking meter coin collections and Counting Room services.

In 2011 and 2012, the City replaced all single space parking meters with IPS Group, Inc. single-space meters that accept credit cards and coins. The meters also include sensors and a high level of data, including real-time revenue collection and programmable and auditable routes. The City's Counting Room processes approximately \$420,000 in coins from parking meters monthly. Additionally, the Counting Room processes coins and paper currency from over 200 Big Blue Bus fare boxes, which represents an average of \$540,000 in coins monthly and \$253,000 in paper currency monthly, based on FY 2011-12 revenues.

The City's meter collection and coin counting function is comprised of one (1) Revenue Collections Supervisor FTE; one (1) Senior Revenue Collections Assistant FTE; four and a half three (4.5) Revenue Collection Assistant FTEs, and 3 part time as-needed temporary employees. Due to recent resignations and retirements, actual staffing is 4 full time employees and 3 as-needed temporary employees, many of whom have served in this capacity for many years.

II. Purpose

The City is seeking an independent consultant to review and assess staffing, policies, procedures and effectiveness of the City's parking meter collection and revenue counting operations. The selected consultant will be expected to provide detailed recommendations to ensure proper controls, security, and auditability of the operation.

III. Scope of Services

The information being sought by the City will require the accomplishment of the following tasks: (In responding, please identify the order for completing these tasks and any other tasks that may be necessary to complete the scope of work.)

- Conduct a detailed examination of the current parking meter collections processes, policies and procedures.
- Conduct a detailed examination of the current Counting Room processes, policies and procedures, including protocols for routine monitoring and security.
- Verify accuracy of existing data systems, including parking meters, coin counting machines, and processes to reconcile bank deposits with reported revenue.
- Audit data from January 1, 2013 through March 31, 2013 and identify any discrepancies between reported data and bank deposits. Work with Division Manager, Assistant Director and IPS Group, Inc. to understand and explain possible reasons for any discrepancies.
- Analyze and determine whether any discrepancies are within industry norms for the equipment and systems the City utilizes.
- Perform detailed analysis of current staff schedules and parking meter collections routes. Analyze data and provide staff with methodology and tools to adjust and modify collection routes to maximize the effectiveness of staffing levels.
- Provide recommendations for staffing levels necessary to effectively manage the parking meter collections and Counting Room operations.
- Conduct a SWOT analysis for various options for performing meter collection processing and Counting Room staffing, which may include but is not limited to:
 - Continue to perform the function with City staff with comingled counting and collections functions.
 - Continue to perform the function with City staff with distinct and separate counting and collections staff.
 - Contract for some or all of the services.
- Identify best practices and performance measures that should be adopted by City.
- Recommend an optimal functional model (i.e. contracted, in-house)
- Provide recommendations for streamlining procedures and processes for current and required functions
- Identify cost saving technologies to support current and future programs and operations
- Identify staffing requirements for recommended option.

IV. Working Relationships

It is expected that the successful prime Consultant and any Sub-Consultants will report to the Assistant Director – Finance and will work directly with the Business & Revenue Operations Manager and Parking Administrator.

V. Deliverables

At the conclusion of the operational and organizational reviews, the consultant shall, as described in the Scope of Work: 1) provide a summary of findings that effectively summarizes and communicates the information reviewed 2) identify key issues and opportunities, and 3) formulate recommendations.

A Draft Report with an Executive Summary shall be issued to City staff. The document shall include the summary of findings and recommendations as identified in the Scope of Work. Any spreadsheets or other documentation prepared by the Consultant shall be provided to the City in electronic format.

A Final Report shall be issued following staff comments on the draft. In addition, City staff may require a PowerPoint presentation to the City Manager, and possibly the City Council, or a Council Subcommittee, as appropriate. The report should provide sufficient information for policy decisions regarding operational and service options. Twenty-five (5) copies of the Final Report will be required along with an electronic copy.

VI. Timeline

The Parking Citation processing evaluation should be completed within 60 days.

VII. Submissions

1. **Transmittal Letter:** (signed by someone authorized to enter into a contract with Santa Monica) stating that the statement of qualifications is a firm and irrevocable offer for 120 days. Identify the firm's name the address and telephone number of the contact person, and the date of the statement of qualifications.
2. **Proposal:** State why the team is qualified to perform the services described in the Scope of Services section of this RFQ. Discuss any details regarding the team's experience or approach that might assist in determining its specific qualifications. Describe how the team has successfully provided services such as those described here. Provide relevant examples of prior work.
3. **Key Staff:** Provide a list of key staff that will be available to provide services described in this RFQ, including their relevant experiences with the described services. Describe what each person's role will be. Include current resumes.
4. **Pricing Information:** Provide hourly rates and/or lump sum costs for studies of similar size or scope.

5. **References:** Provide at least five references. Include names, current telephone numbers, company names and addresses for the references. The references should be from recent work similar to the services described in this RFP.

An original and four copies of the proposal shall be submitted in writing by 5 p.m. on Thursday, April 25, 2013 to:

IN PERSON OR DELIVERY SERVICE:

Donald Patterson
Assistant Director - Finance
Finance Department
1717 Fourth St., Suite 150
Santa Monica, CA 90401
(310)458-8281
Don.patterson@smgov.net

MAILED DELIVERIES:

Donald Patterson
Assistant Director - Finance
Finance Department
PO Box 2200
Santa Monica, CA 90407-2200

Mailed submittals must be received by 5:00 pm, Thursday April 25, 2013. Postmarks are not accepted. The City of Santa Monica does not accept any liability or responsibility for timely receipt of proposals or for delays caused by traffic or other factor. **No late submittals will be accepted.**

I. General Instructions to Proposers

A. Examination of Documents

By submitting a response, proposer represents that it has thoroughly examined and become familiar with the work required RFP and that it is capable of performing quality work to achieve the City's objectives.

B. Interpretations/Questions

Any person is in doubt as to the true meaning of any part of the specifications, or finds discrepancies or omissions, may submit to the City of Santa Monica a written request for interpretation. The requesting party is responsible for prompt delivery of any requests. When the City of Santa Monica consider interpretations necessary, interpretations will be in the form of a written document and will be distributed to all parties recorded by the City of Santa Monica as having received proposal documents.

Written questions must be submitted by 5:00 p.m., April 12, 2013 to Donald Patterson via email to don.patterson@smgov.net.

C. Right to Reject Proposals

The City of Santa Monica reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items. The City of Santa Monica reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any proposer responding to this RFP.

D. Authorized Signatories

Company personnel signing the cover letter of the statement of qualifications, or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts with clients.

E. Public Records Act

All statements of qualifications/proposals will be public records subject to disclosure under the California Public Records Act after the selection process is completed.

F. Insurance

The City does not require proof of insurance with the submittal of responses to this RFP. Prior to award of contract, however, the City will require proof of insurance. The City's insurance requirements are listed in **Exhibit A**.

G. Non Discrimination

The firm represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition and will comply with City's Non Discrimination Policy in **Exhibit B**.

H. Oaks Initiative

Under the provisions of the City of Santa Monica Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), the Consultant will be considered a "recipient of a public benefit." Under the Taxpayer Protection Act, City public officials who approve this Contract are prohibited from receiving gifts, campaign contributions or employment from Consultant for a specified time. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Consultant and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Consultant. Consultant understands and agrees that: (A) Consultant is aware of the Taxpayer Protection Act; (B) If selected, Consultant will complete and return the forms shown in **Exhibit C** in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Consultant will not make any prohibited gift, campaign contribution or offer of employment to any public official who approved this Contract.

I. Living Wage Ordinance

The City has adopted a Living Wage Ordinance, which requires the payment of a specified minimum wage for work done pursuant to certain services contracts with the City. If selected, Consultant will complete and return the forms shown in **Exhibit D** in order to verify consultant's business practices conform to the terms of this Living Wage Ordinance.

J. Arizona Disclosure

The City has adopted a policy **Exhibit E** that requires a review of all current and likely future agreements and contracts with Arizona-based businesses to examine the feasibility of acquiring such products and services elsewhere while the Arizona law remains in effect.

K. Business License

The City does not require proof of a license to conduct business in the City of Santa Monica with the submittal of responses to this RFP. Prior to award of contract, however, the Consultant shall be required to procure and maintain at Consultant's own cost a Santa Monica business license.

II. Evaluation Criteria

Statement of Qualifications/proposals will be evaluated on the following criteria:

- A. Quality of statement of qualifications/proposal in effectively demonstrating the consultant's understanding of the study.
- B. The proposer's demonstrated experience in successful consulting efforts regarding parking citation processing, related studies, both in project size and scope.

III. Selection Process

The City reserves the right to request clarification or additional information from proposers. During the evaluation period, the City may invite one or more of the most qualified proposers to interview. At the conclusion of the statement of qualifications/proposals evaluation and interviews, the selection committee will recommend award to the most responsive and best-qualified firm.

Professional Services Insurance Requirements
(for Non Public Works Contracts)

Consultant's Insurance

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense 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 or services hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Consultant's bid.

Without in any way affecting the indemnity provided the Consultant shall secure before commencement of the work and throughout the Agreement the following types and amounts of insurance:

Minimum Limits of Insurance

Consultant shall obtain insurance of the types and in the amounts described below:

- 1) **Commercial General Liability Insurance**
Consultant shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) **Business Auto Liability Insurance**
Consultant shall maintain business auto liability insurance and, with a limit of not less than \$1,000,000 each accident.
- 3) **Professional Liability (Errors and Omissions) Insurance**
Consultant shall maintain professional liability insurance appropriate to the consultant's profession with a limit not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate.
- 4) **Workers' Compensation and Employer's Liability Insurance**
Consultant shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Minimum Scope of Insurance

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- 3) If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three(3) years after final completion. The "Retro Date" must be shown, and must be before the date of the contract or beginning of contract work.

Deductibles and Self-Insured Retentions

Any deductibles or self -insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the consultant; and 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. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 26 or a substitute providing equivalent

coverage. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

- 2) For any claims related to this project, the Consultant's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Consultant in the performance of services under the contract.

All Coverages

- 1) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.
- 2) If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subconsultants

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subconsultant shall be subject to all of the requirements stated herein.

Exhibit B

City of Santa Monica **Non Discrimination**

A. Discrimination.

Discrimination in the provision of services may include, but not be limited to the following:

- (a) Denying any person any service, or benefit or the availability of a facility.
 - (b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.
 - (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
 - (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
 - (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- (1) Consultant shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.
- (2) Consultant shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Consultant of a complaint with respect to any alleged discrimination in the provision of services by Consultant's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Consultant of these procedures. A copy of these procedures shall be posted by Consultant in a conspicuous place, available and open to the public, in each of Consultant's facilities where services are provided hereunder.

B. Non-discrimination in Employment.

(1) Consultant certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:

- (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (b) Selection for training, including apprenticeship.

(2) Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

(3) Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.

(4) Consultant shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this non-discrimination policy.

(5) Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.

(6) In accordance with applicable State and Federal law, Consultant shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Consultant shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.

(7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated State or Federal non-discrimination laws shall constitute a finding by City that Consultant has violated the provisions of this non-discrimination policy.

(8) The parties agree that in the event Consultant violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

(9) Consultant hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Consultant receiving Federal Financial Assistance.

Oaks Initiative Notice

CITY OF SANTA MONICA

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS
AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER
BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative's requirements. An information sheet on the Oaks Initiative is attached. You may obtain a full copy of the Initiative's text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every: (a) trustee, (b) director, (c) partner, (d) officers, or (e) ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the attached form (Attachment A).



(Attachment A)

**City of Santa Monica
Oaks Initiative Disclosure Form**

All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners and officers and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XXII—Taxpayer Protection.

Name of Entity: _____

NAME(S) OF PERSONS OR ENTITIES RECEIVING PUBLIC BENEFIT:

NAME(S) OF TRUSTEES, DIRECTORS, PARTNERS, AND OFFICERS:

NAME(S) OF THOSE WITH MORE THAN A 10% EQUITY, PARTICIPATION OR REVENUE INTEREST:

Public benefits include:

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax "abatement, exception, or benefit" of a value in excess of \$5,000 in any 12-month period; or
7. Payment of "cash or specie" of a net value to the recipient of \$10,000 in any 12-month period.

Prepared by: _____ **Signature:** _____

Date: _____ **Title:** _____

FOR CITY USE ONLY:

Bid/PO/Contract # _____ Permit # _____

**CITY OF SANTA MONICA
LIVING WAGE ORDINANCE**

Exhibit D

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING TO DO
BUSINESS WITH THE CITY OF SANTA MONICA

THIS BID IS SUBJECT TO COMPLIANCE WITH THE
CITY OF SANTA MONICA LIVING WAGE ORDINANCE (SEE BELOW).

The City of Santa Monica has adopted a Living Wage Ordinance, Chapter 4.65, which requires the payment of a specified minimum wage for work done pursuant to a services contract with the City where the contract amount is \$54,200 or more and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses. This Living Wage Ordinance applies to services provided by employees who do not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license. The minimum wage is \$14.08 an hour for the period commencing from July 1, 2013, up through June 30, 2014. This minimum wage rate is adjusted annually each July 1. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

The Living Wage Ordinance applies the services sought pursuant to this bid and **bidders are required to prepare and return the Living Wage Certification Forms**. If the bidder is selected, the bidder must maintain payroll records that include, at minimum, the full name of each employee providing services under the contract, job classification and rate of pay. Bids that fail to include Certification Forms may be considered non-responsive and excluded from further consideration.

Please note that the Living Wage Ordinance sets the Minimum Wage at \$14.08 per hour and provides for an annual adjustment each July 1st, by an amount corresponding to the previous calendar year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties. **It has been determined that the minimum wage is \$14.08 an hour for the period commencing from July 1, 2013 through June 30, 2014.**



**CITY OF SANTA MONICA
LIVING WAGE ORDINANCE**

**Certification for Providers of Services to the
City of Santa Monica
(Fiscal Year 13/14-July 1, 2013 through June 30, 2104)**

***TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO
THE CITY OF SANTA MONICA IN EXCESS OF \$54,200***

The City of Santa Monica Municipal Code Chapter 4.65, Living Wage Ordinance (LWO), establishes a Minimum Wage of **\$14.08 per hour**¹ for certain employees of contractors providing services to the City where services exceed \$54,200 and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses.

An employee covered by the LWO is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license. Contractors with collective bargaining agreements covering those employees assigned to contract are exempt from the wage requirements of the Living Wage Ordinance only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

Please prepare the following certification if you are a contractor engaging in a contract for services with the City of Santa Monica in excess of \$54,200.

Your signature on this certification grants the City permission to review any and all payroll books and records and any company documents pertaining to the benefits offered to employees to assure your compliance with the LWO during the term of the contract.

Please direct any questions and send the completed, signed Certification to:

City of Santa Monica Finance Department
Attention: Living Wage Compliance Section
1717 4th Street, Suite 250
Santa Monica, CA 90401

You can also contact staff regarding living wage ordinance questions by e-mail at Purchasing@smgov.net or by phone 310-458-8281.

¹ Adjusted annually each July 1 by an amount corresponding to the previous year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers 1982-84=100 for Los Angeles-Riverside-Orange County, California

**CITY OF SANTA MONICA
LIVING WAGE ORDINANCE CERTIFICATION**

July 1, 2013, through June 30, 2014

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE
CITY OF SANTA MONICA IN EXCESS OF \$54,200**

MINIMUM WAGE - \$14.08 per hour

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE ☐

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE ☐

If this contract is not subject to the Living Wage Ordinance requirements, please note the reason below and attach supporting documentation for exemption. For example, in order to be exempt pursuant to a collective bargaining agreement, a signed collective bargaining agreement must be attached.

- (a) _____ contractor is a government agency and is exempt
- (b) _____ contractor is a City grantee and is exempt
- (c) _____ contractor is a non-profit corporation and is exempt
- (d) _____ contractor is an employer whose employees are covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms
- (e) _____ contractor is a corporation providing banking services

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Santa Monica's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all terms of the LWO, as mandated in all sections of Santa Monica Municipal Code, Chapter 4.65. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the Director of Finance in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the Contractor as they relate to compliance with the LWO. Payroll records shall at a minimum include the full name of each employee performing labor or providing services under the contract, job classification, and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Contractor: _____

Bid Number (if applicable): _____

Service Description: _____

**CITY OF SANTA MONICA
PERSONNEL & BENEFITS INFORMATION**

Bidders are required to provide the following personnel and benefits information, which will be used by City staff as a tool to conduct bid evaluation and cost analysis for in-house versus outsourced services. Please use a separate sheet of paper if the spaces below are not sufficient.

1. Please indicate the number of **supervisors/managers** assigned to this work: _____
- Please provide the requested information below for these employees.
 - List multiple employees in the same job classification separately.
 - Attach additional pages if necessary.

	Title	# of Annual Hours	Hourly Rate
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$

2. Please indicate the number of **full-time employees** assigned to this work: _____
- Please provide the requested information below for these employees.
 - List multiple employees in the same job classification separately.
 - Attach additional pages if necessary.

	Title	# of Annual Hours	Hourly Rate
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$

- **NUMBER OF EMPLOYEES AFFECTED BY LIVING WAGE:** _____

3. Do your employees receive paid vacations? If so, how many days per year.

4. Do your employees receive paid sick days? If so, how many days per year.

5. Please list all paid holidays, if any.

6. Do your employees receive paid medical benefits (e.g., health, dental, vision)? If yes, do they contribute to their medical, dental, and/or vision insurances or are they fully covered by the company?

7. Do your employees receive life insurance? If yes, do they contribute to their life insurance or are they fully covered by the company?

8. Do your employees receive any type of pension (e.g., 401k) or just social security? If you do offer 401k, does the company match the employees' contribution to the program?

9. Does your company provide any safety equipment (e.g., back brace, uniforms, working boots, goggles, etc.) to your employees? If so, please list all items.

10. Does your company issue an employee handout [i.e. a booklet or documents that state the benefits (e.g., health insurance, retirement programs, etc.) to new hires]?

- ☐ Yes, for full time employees only
☐ Yes, for full time and part time employees only.

If yes for either full time or part time employees, please submit a copy of this document with the other information requested.

- ☐ No, please state the benefits offered to employees of your company below (attach additional sheets if necessary).

**NOTICE:
City Policy on Doing Business with Arizona Firms**

CITY OF SANTA MONICA

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING TO DO
BUSINESS WITH THE CITY OF SANTA MONICA

The City Council of the City of Santa Monica adopted Resolution No. 10479 (CCS) on May 25, 2010, which requires a review of all current and likely future agreements and contracts with Arizona-based businesses to examine the feasibility of acquiring such products and services elsewhere while the Arizona law remains in effect.

Additionally, vendors offering goods or services to the City of Santa Monica must complete and sign the attached disclosure form; this applies to all solicitations, including but not limited to, bids and proposals. Please review, sign and submit the form with your bid packet prior to the closing date of bid.

Contractors that do not have headquarters in the State of Arizona and those that will not be working with Arizona-headquartered subcontractors to provide goods and/or services as specified in this solicitation will take priority in the bidding process.

NOTE: Headquarter location or residency may not be considered as a factor if prohibited by applicable law.

Failure to return this form or inability to certify as to its provisions will render your bid or proposal non-responsive.

State of Arizona Disclosure Form - see next page.



City of Santa Monica State of Arizona Disclosure Form

TO BE COMPLETED BY ALL VENDORS PROVIDING GOODS AND SERVICES TO THE CITY OF SANTA MONICA

Headquarter location or residency may not be considered as a factor if prohibited by applicable law.

Please check the appropriate boxes below.

Our company's headquarters are located in the State of Arizona.

☐ Yes

☐ No

Goods or services pertaining to this solicitation will be provided by a subcontractor whose business is headquartered in the State of Arizona.

☐ Yes

☐ No

If the response to the statement above was "yes", please list any and all subcontractors headquartered in the State of Arizona that may be providing goods or services (pertaining to this solicitation) to the City of Santa Monica.

If more than one, attach a list of additional subcontractors, including the physical address of each location.

Name of Subcontractor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

***** PORTION BELOW TO BE COMPLETED BY ALL VENDORS *****

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____ Date: _____

Printed name: _____ Title: _____

Name of Company: _____

Street Address of Headquarters: _____

City: _____ State: _____ Zip Code: _____

Telephone # (including area code): _____ Email: _____

FOR CITY USE ONLY

NOTES: _____

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), entered into as of _____, 20____ ("Execution Date"), by and between the City of Santa Monica ("City") and ABC Corporation ("ABC"), is made with reference to the following:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. ABC is qualified to do business, and is doing business, in the State of California. ABC represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.
- C. The City and ABC now desire to enter into an agreement for ABC to provide professional services to the City.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

- 1. **Term.** This Agreement begins on the Execution Date and terminates on June 30, 20____.
- 2. **ABC Services.** ABC will perform all of the services ("Services") described in Exhibit A, Scope of Services. ABC will complete the Services in accordance with Exhibit B, Budget.
- 3. **City Services.** The City agrees to:
 - 3.1. Make available to ABC any currently existing documents, data or information required for the performance of the Services.
 - 3.2. Designate a representative authorized to act on behalf of City.
 - 3.3. Promptly examine and render findings on all documents submitted for staff review by ABC.
- 4. **Compensation.** The City will compensate ABC for the Services in an amount not to exceed \$_____, as set forth in Exhibit B.
- 5. **Invoices.** ABC will invoice the City for the Services and the City will pay any undisputed amount within 30 days of receipt.
- 6. **Notices.** All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:
 - 6.1. All notices, demands, requests or approvals to the City:

City of Santa Monica
1685 Main Street
Santa Monica, California 90401
Attention: City Person

6.2. All notices, demands, requests or approvals to ABC:

ABC
1234 Main Street
Anytown, USA
Attention: ABC Person

7. **Independent Parties.** Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees will have any control over the conduct of ABC or any of ABC's agents, employees, or subconsultants, except as otherwise provided in this Agreement.
8. **Integrated Contact.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by City and ABC, and approved as to form by the City Attorney.
9. **Insurance.** Prior to commencing work, ABC must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by ABC or ABC's agents, representatives, employees or subconsultants for the duration of this Agreement. ABC must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit C, Insurance Requirements and Verifications.
10. **Cost of Litigation.** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of any alleged breach of any provision of this Agreement, the prevailing party is entitled to receive from the losing party all reasonable litigation costs, disbursements and expenses, and such amount as the court may adjudge to be reasonable attorney's fees.
11. **Defense and Indemnification.**
 - 11.1. ABC agrees to defend and indemnify City, its City Council, boards and commissions, officers, agents and employees against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, arising from the negligent or willful acts, errors or omissions of ABC or ABC's officers, agents, employees or subconsultants, in the performance of services, activities or work conducted pursuant to this Agreement.

11.2. ABC agrees to defend and indemnify City, its City Council, boards and commissions, officers, agents and employees, from and against any and all claims and losses whatsoever, including reasonable attorney's fees occurring to or resulting from any and all persons, firms, or corporations employed or contracted by ABC or ABC's subconsultants in connection with ABC's services under this Agreement.

12. Prohibition against Transfers.

12.1. ABC may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent will be null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.2. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of ABC or of any general partner or joint venturer or syndicate member of ABC, if a partnership or joint venture or syndicate exists, which results in changing the control of ABC, will be construed as an assignment of this Agreement. Control means 50% or more of the voting power of the corporation.

13. Permits and Licenses. ABC, at its sole expense, must obtain and maintain during the term of this Agreement all required business and professional permits, licenses and certificates.

14. Waiver. A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

15. Default and Termination.

15.1. If ABC fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five days after the City's written notice of default specifying the nature of the default, City may immediately terminate this Agreement by written notice to ABC.

15.2. The City has the option, at its sole discretion and without cause, of terminating this Agreement by giving ten days' written notice to ABC. Upon termination of this Agreement, City will pay ABC any compensation earned and unpaid up to the effective date of termination.

16. Compliance with Law. ABC must comply with all laws of the State of California and the United States, and all ordinances, rules and regulations enacted or issued by City.

17. Discrimination. ABC may not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

18. Nuisance. ABC may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

19. Records.

19.1. ABC must maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subconsultant costs, or other direct costs. ABC must keep the records, together with supporting documents, separate from other documents and records and maintain them for a period of three years after receipt of final payment.

19.2. ABC must maintain records in sufficient detail to permit an evaluation of the Services and in accordance with generally accepted accounting principles. ABC must clearly identify all records and make them readily accessible to the City. At the City's request, ABC must provide records in an electronic format and, if necessary, access to any proprietary software to view such electronic records.

19.3. ABC must allow the City to have free access to ABC's books and records and to inspect all work, data, documents, proceedings and activities related to this Agreement. The City has the right to examine or audit ABC's records, and ABC agrees to cooperate with any examination or audit of its records. If a City audit discloses an error of 5% or more in information reported by ABC, ABC agrees to pay the cost of the City's audit computed on the basis of four times the direct payroll of the audit staff completing the audit and audit report.

20. Work Product; Reports.

20.1. Any work product prepared or caused to be prepared by ABC or any subconsultant for this Agreement will be the exclusive property of City. No work product given to or prepared by ABC or any subconsultant pursuant to this Agreement may be made available to any individual or organization by ABC without prior written approval by City.

20.2. At the City's request, ABC must furnish reports concerning the status of the Services.

21. Standard of Care. ABC agrees to provide all Services, including services performed by any subconsultant, in a manner consistent with the level of care and skill ordinarily exercised by members of ABC's profession currently practicing in the same locality under similar conditions.

22. Subconsultants.

22.1. If ABC proposes to have any subconsultant perform any part of the Services, ABC must submit a request for approval in writing, describing the scope of work to be subcontracted, the name of the proposed subconsultant, and the to-

tal price or hourly rates used in preparing an estimated cost for the subconsultant's services. The City, in its sole discretion, may grant or deny the request.

22.2. ABC will be responsible for the quality of any subconsultant's work. Every sub-contract or agreement of any kind entered into between ABC and any subconsultant (or between any subconsultant and others) must contain the following provision:

This agreement is consistent with all terms and conditions of the Agreement No. _____ (CCS) entered into between the City of Santa Monica and ABC on _____.

23. **Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.

24. **Venue and Jurisdiction.** The City and ABC agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

25. **Survival of Provisions and Obligations.** Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

SARAH P. GORMAN
City Clerk

By: _____
ROD GOULD
City Manager

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE
City Attorney

ABC Corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES

ABC will perform the following Services for the City:

EXHIBIT B
BUDGET

EXHIBIT C

Insurance Requirements and Verifications

ABC's Insurance

Prior to commencing work, ABC must procure and maintain at ABC's own cost and expense 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 or services hereunder by ABC, its agents, representatives, employees, or subcontractors.

Without in any way affecting the indemnity provided, ABC must secure before commencement of the work and throughout the Agreement the following types and amounts of insurance:

Minimum Limits of Insurance

ABC must obtain the following insurance:

1) Commercial General Liability Insurance

ABC must maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.

2) Business Auto Liability Insurance

ABC must maintain business auto liability insurance and, with a limit of not less than \$1,000,000 each accident.

3) Professional Liability (Errors and Omissions) Insurance

ABC must maintain professional liability insurance appropriate to the consultant's profession with a limit not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate.

4) Workers' Compensation and Employer's Liability Insurance

ABC must maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Minimum Scope of Insurance

- 1) CGL insurance must be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- 2) Business Auto Insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage must be written on Insurance Services Office

form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

- 3) If the Professional Liability Insurance policy is written on a claims made basis, it must be maintained continuously for a period of no less than three (3) years after final completion. The "Retro Date" must be shown, and must be before the date of the contract or beginning of contract work.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer will reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or ABC must provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of ABC including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 26 or a substitute providing equivalent coverage. City and other additional insureds mentioned in this paragraph may not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
- 2) For any claims related to this project, ABC's insurance coverage will be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers will be excess of ABC's insurance and will not contribute with it.
- 3) Coverage will not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

Workers' Compensation and Employer's Liability

The insurer must agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of ABC in the performance of services under the contract.

All Coverages

- 1) Each insurance required by this clause must be endorsed to state that coverage will not be canceled except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.
- 2) If ABC, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same will be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from ABC resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to ABC, City may deduct from sums due to ABC any premium costs advanced by the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

Verification of Coverage

At the City's request, ABC must furnish the City with original certificates and amendatory endorsements effecting coverage required by this Exhibit. The certificates and endorsements for each policy must be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements must be on forms provided by the City or on other forms or endorsements that conform to these requirements. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subconsultants

ABC must include all subconsultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverages for subconsultant will be subject to all of the requirements stated herein.