



REQUEST FOR PROPOSAL

City Attorney Services

CITY OF MARINA

RFP Issue Date:

September 5, 2023

Proposal Submission Deadline:

September 29, 2023
5:00PM (PST)

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1. RFP OVERVIEW

1.1. Background

Incorporated in 1975, the City of Marina (City) (pop. 22,781) is the youngest city on the Monterey Peninsula along California's Central Coast with some of the most affordable housing in the area. Home to a vibrant, culturally diverse and dynamic community, Marina is a highly desirable small city offering attractive residential and business communities in a gorgeous natural setting. Ideally suited for recreational and cultural opportunities as well as admirers of Mother Nature, Marina residents and visitors enjoy miles of coastline, scenic trails, Marina State Beach, Marina Dunes Natural Preserves along with an abundance of activities such as golf, biking, kayaking, hang-gliding, paragliding, and whale watching. Numerous options for dining and shopping are also available in this beautiful City. In addition to being safe and friendly, Marina is home to a diverse and engaged community that is proud of its roots. The community developed historically in connection with Fort Ord, providing off base housing and commercial services and retail sales. In 1994, Fort Ord was closed as part of the Base Realignment and Closure (BRAC) and approximately five square miles of former base land was annexed to the City, doubling the geographic area of Marina to almost 10 square miles. The City includes part of the California State University, Monterey Bay campus, UC Santa Cruz UC MBEST center, and the Veterans Transition Center (VTC). In 2012, Marina was named one of the 100 Best Communities for Young People by America's Promise Alliance.

Marina is a charter City, comprised of a Council-Manager form of government. As of the 2018 general municipal election, the directly-elected Mayor serves a four-year term and voters elect the other Council Members to four-year terms from their respective districts to the City Council. The City Council has appointed a professional City Manager to serve as the Chief Administrative Officer. Under the direction of the City Council, the City Manager is responsible for the day-to-day functions of the City and the administration of City services. The City Council meets on the first and third Tuesday of each month at 6:30 pm in the Marina City Council Chambers at City Hall, often preceded by a closed session meeting at 5:00 pm. The selected City Attorney should anticipate attendance at all City Council meetings.

Marina provides services to its residents either directly or by working with other agencies or consulting services. It is through these partnerships that Marina is able to provide high-quality services that are economically efficient. City services include Police and Fire departments; Public Works, including parks and street maintenance, facilities, and engineering; Community Development, which includes housing, building permits/inspections, planning and design review; Administrative Services, including Finance, Human Resources and Risk Management; Airport, City Clerk and Election services; and Recreation and Cultural Services.

1.2. Purpose of RFP

The purpose of this Request for Proposal (RFP) is to identify and select an experienced attorney or legal services firm to provide City Attorney Services for the City. The Scope of Work in Section 2 further details required services and performance conditions. The Qualifications in Section 3 provide prerequisites for application.

1.3. City Objectives

The City seeks to obtain quality legal counsel on a contract basis. The City Attorney will serve at the pleasure of the City Council as a directly appointed position. The City intends to select an attorney or firm that specializes in municipal law, with specific experience in land use, zoning and serving as City Attorney in other jurisdictions.

1.4. Selection Process

The evaluation of proposals will allow the City to identify a list of qualified applicants. Section 4 of this RFP provides the criteria that serve as the basis for review of qualified applicants. Qualified applicants that best meet the needs of the City will be invited to an on-site interview and presentation.

After all evaluation of proposals and on-site interviews are complete, the City Council will select the finalist in its sole discretion. The City and the finalist Applicant will enter into final contract negotiations. In the event the City determines, in its sole discretion, that a satisfactory agreement cannot be reached, the City reserves the right to enter into contract negotiations with an alternate applicant.

1.5. RFP Estimated Schedule of Event

RFP Estimated Schedule of Events		Date
1	City Issues RFP	September 5, 2023
2	Deadline to Submit Questions and/or Comments	September 18, 2023
3	City Issues Responses to Written Questions/Comments	September 22, 2023
4	Deadline for Receipt of Proposal	September 29, 2023
5	City Determines Finalists for Interviews – Notifications Sent	October 13, 2023
6	Tentative Finalist Interviews and Presentations	Fri/Sat - Late October to Mid-November
7	City Determines Finalist for Contract Negotiations	November 7, 2023
8	Tentative Award of Contract	November 21, 2023
9	Targeted Contract Start Date	December 1, 2023

The City reserves the right, in its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all applicants that submitted a Letter of Intent to Propose.

1.6. RFP Coordinator

All communications, requests of additional information or clarification concerning this RFP should be via email to Belinda Varela, Director, Human Resources & Risk Management. The RFP Coordinator will be the sole point of contact for this RFP. The coordinator can be reached via email at:

Coordinator

Email

Phone

Belinda Varela

bvarela@cityofmarina.org

(831) 884-1246

The City is not responsible for delayed or lost e-mail, regardless of the cause. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the RFP Coordinator above regarding this RFP. The City reserves the right to reject any applicant for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

1.7. RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. In no event shall the City have any liability for the cancellation of a contract award. The City also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion.

If clarification or interpretation of this RFP is considered necessary by City, a written addendum shall be issued, and the information will be posted on the City's website at <https://www.cityofmarina.org/bids.aspx>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's RFP Coordinator. It is the responsibility of each applicant to periodically check the City's website to ensure that they have received and reviewed any and all addenda to this RFP. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. Applicants are required to respond to the final written RFP including any exhibits, attachments, and amendments issued by the City.

1.8. Questions Pertaining to the RFP

Specific questions and/or comments concerning the RFP should be submitted via email to the RFP Coordinator not later than the Deadline for Receipt of Questions and/or Comments identified in Section 1.5 RFP Schedule of Events. Applicant questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. All questions and/or comments and the City's responses will be emailed to any applicants who submit a Notice of Intent to Propose.

1.9. Notice of Intent to Propose

Prospective applicants who anticipate submitting a proposal should register by submitting an email indicating their intent to respond to this RFP. The notice of intent should be emailed to the RFP Coordinator (Section 1.6). The following information should be included in the Notice of Intent to Propose:

- Attorney or Firm Name
- Name, title, and contact information of main contact
- A general statement of interest in providing legal counsel services

Submittal of a Notice of Intent to Propose, by the specified deadline, is highly desirable for submitting a proposal, and is necessary to ensure applicants receive RFP amendments and other communications regarding the RFP. The Notice of Intent does not bind prospective applicants to submitting a proposal. Not submitting a Notice of Intent to Proposal does not preclude submission of a proposal by the required deadline.

2. SCOPE OF WORK

The City Attorney reports to, and serves at the pleasure of, the City Council. The City Attorney will work directly with the City Manager and City Staff in performance of daily duties in the operation of City business. The general responsibilities of the City Attorney include, but are not limited to, the following:

- Provide clear and concise legal advice and consultation on a daily basis as requested or required to members of the City Council, the City Manager, and City Staff. Contacts are usually made

via telephone and email, and generally same or next day response is expected. Preferred office hours are half a day four times a month and may be negotiated as part of any contract. During office hours, the City Attorney will be available to meet with Councilmembers, City Manager, Commissions and City Staff.

- Attend City Council meetings and be prepared to advise the Council and Staff on matters on the agenda, as well as parliamentary procedure and substantive issues that arise during the meeting. Attend various weekly staff meetings. Attendance at City Council subcommittee meetings or Site and Architectural Commission or other Committee meetings may be requested from time to time.
- Provide guidance and training concerning requirements of the Brown Act, Conflict of Interest (AB1234), the Political Reform Act, the Public Records Act, California Environmental Quality Act (CEQA), tort liability and risk, due process, land use and other legal requirements imposed by statute and common law. Review compliance for public records requests, retention policy, contract and procurement process.
- Prepare, review, and revise staff documents, including, but not limited to, initiation of memoranda concerning legal issues, employment and risk management issues, contracts, agreements, ordinances, resolutions, land use decisions including appeals, public improvements, easements, dedications, rights-of-way, and City Council Staff reports. Clear, concise, well-organized writing in plain English is a pre-requisite.
- Represent and/or advise the City in litigation not covered by the Monterey Bay Area Self Insurance Authority or otherwise handled by outside counsel.
- Represent the City in inter-agency projects and other legal matters.
- Provide status reports regarding all matters, at least two times per year, (February and October). Report should include all litigation, employment and risk management matters and any special projects.
- Oversee coordination with special legal counsel on all City litigation including oversight of the City's risk management program and general liability claims.
- Provide legal advice and assistance to operating departments.
- Counsel the City regarding taxes, assessments, fees, Proposition 218, and other financial advice.
- Designing, drafting, and updating the City's Municipal Code and Zoning Code, including regulations for state and federal housing legislation.
- Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written updates on those that have the potential to affect the City and its operations. Provide suggested action or changes in operations or procedures to assure compliance.

The City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated, as agreed upon in the Legal Services Agreement between the successful applicant and the City. The City may request estimated costs prior to assigning additional tasks or special projects.

3. QUALIFICATIONS

Applicant must be a licensed and active member in good standing of the California State Bar. Qualified applicants will preferably have five (5) or more years of municipal legal experience in California as a City Attorney. Further, it is desirable for the City Attorney to hold experience in the following areas:

- Designing, drafting, and updating Municipal Code sections and regulations.
- Providing support to Staff and the Council during land use appeals to the Council; and in code

- enforcement actions.
- Experience with and knowledge of the law governing general law.
- Experience with land use regulations related to public land use and planning, environmental law including the CEQA, general plans, municipal aviation and airport administration, development agreements, code enforcements and other related areas of law, administrative law, personnel law, and other areas of municipal law.
- Experience with public sector employment, pension law, and general personnel matters.
- The City Attorney should have litigation experience and experience monitoring or supervising litigation activity within a firm.
- The City Attorney must demonstrate abilities to speak clearly and effectively in public with the diverse population of the city. Spanish speaking is desirable.
- The City Attorney must have the ability to relate easily and effectively with all members of the City Council, Staff, and the public.
- The City Attorney must have experience with cities who have a commitment to equitable access and opportunity, along with a focus on promoting structures and processes to enhance diversity, equity and inclusion.

4. PROPOSAL SUBMISSION REQUIREMENTS

4.1. Proposal Submittal

Proposals must be delivered in person, by U.S. Postal Service, or by a courier service such as Federal Express, UPS, etc. and must be received no later than September 29, 2023, 5:00 p.m. PST, at the address listed below. All Proposals that are not received by the RFP Due Date will not be considered and will not be returned to applicant. This includes Proposals that are emailed. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse applicant's responsibility for submitting the Proposal to the correct location by the RFP Due Date.

Applicants must submit one (1) completed hard copy of the proposal and one (1) electronic copy in PDF format (email or flash drive). All proposals must be submitted in a sealed envelope clearly marked on lower left hand corner "City Attorney Services - RFP".

Mailing Address:

Belinda Varela
Director, Human Resources & Risk Management
211 Hillcrest Avenue
Marina, CA 93933

4.2. General Instructions

Proposals should be prepared simply and economically and provide a straightforward, concise description of the applicant's firm, background, qualifications, proposed legal services, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired. Proposing parties are responsible for all costs incurred in preparation and submittal of proposals. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by an applicant in protesting any portion of the RFP documents or the City's selection decision. Proposals should be organized consistent with the outline provided below under Proposal Format.

4.3. Proposal Format

Proposal must be structured, presented, and labeled in the following manner:

1. Cover Letter
2. Executive Summary
3. Firm information
4. Firm Background
5. Firm Qualifications
6. Principal Attorneys
7. References
8. Pricing/Fee Structure
9. Additional Information

Failure to follow the specific format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposal shall not contain extraneous information. All information presented in the Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to the appropriate place within the body of the proposal.

4.3.1. Cover Letter

The proposal must include a cover letter which references and responds to each of the following bulleted items:

- Signature of a firm officer empowered to bind the applicant to the provisions of this RFP and any contract awarded pursuant to it.
- A high-level statement of credentials qualifying for delivery of the services sought under the RFP.
- A statement indicating the proposal remains valid for at least 90 days from the Deadline for Receipt of Proposal.
- A statement that the applicant, or any individual who will perform work, is free of any conflict of interest (e.g., employment by the City or a competing corporate interest). Please limit the Cover Letter to three pages.

4.3.2. Executive Summary

This section of the proposal should provide a concise synopsis of applicant's proposal and credentials to deliver the services sought under the RFP. Provide a general overview of the applicant's philosophy for City Attorney services and approach to mitigating risk to cities.

4.3.3. Firm Information

This section of the proposal must include the following company Information:

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLP, etc.).
- Identify if the applicant is a subsidiary of a larger company. If so, whom? Provide the proposal contact name, address, phone number, and email address.
- Identify the principal attorney that will serve as the City Attorney and any other functions requested under Scope of Services in Section 2.
- Identify the location of firm headquarters and office which will support the project.

4.3.4. Firm Background

This section should identify the following:

- A description of the applicant's background, nature of business, and organizational history.
- A statement of how long the applicant has been providing legal services to government/municipal agencies.
- A description of available staff services (clerical support, paralegals, other non-attorney staff), who may assist the City Attorney on matters.

4.3.5. Firm Qualifications

In this section of the proposal, the applicant should identify firm and staff qualifications and experience in the scope of work. More specifically, this section should identify the following:

- Describe applicant's experience in government/municipal/special district legal services.
- Describe applicant's experience working with California local government agencies.
- List all public clients for whom applicant currently provide services under a fee for service or retainer basis. Indicate the meeting dates and schedules for any public bodies for the prospective lead attorney.

4.3.6. References

The applicant must provide three to five (3-5) references. At least two of the references should be for similar services provided in the last three years. The City prefers references from local government agencies with populations similar in size and operation to the City of Marina, if possible. For each reference, applicant should provide the following information and permission to contact each reference:

- Agency name
- Agency contact information (name, title, phone, and email)
- Scope of work performed, identifying the services provided
- Start date
- Summary of any problems and solutions to those problems

4.3.7. Pricing & Fee Structure

This section should include services provided under retainer fee (City Council Meetings, Committee meetings, Subcommittee meetings or Site and Architectural Design Review Board meetings, Executive meetings, office hours on site at City Hall, communications, and general legal work, advice or counsel. .

Pricing should include:

- Hourly bill rates for general City Attorney services.
- Hourly rates for specialized services, with descriptions of what may be considered a specialized service.
- Hourly rate for individuals from the firm, including staff attorneys, paralegal services and clerical staff.
- Minimum monthly retainer amount and basis of calculation (i.e. minimum hours at general hourly rate, approximately 40 hours per month) and identify all services provided that are included in the retainer.

4.3.8. Additional Information

- The applicant may provide additional information relevant to the information requested, that may assist the City in the selection process.
- The applicant should identify any other public agency or private representation that may have a conflict of interest with the City of Marina.

5. PROPOSAL EVALUATION

The City shall review all proposals to determine which applicants have qualified for consideration. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Following the initial review, the City will complete a detailed review of applicant proposals. Proposals will be evaluated based on the following evaluation criteria:

• Applicant's legal knowledge and experience in matters identified in the Scope of Work
• Demonstrated understanding of City's needs
• Quality, clarity, and responsiveness of proposal
• Anticipated value and price
• Results of interviews, presentations, and site visits
• References
• Ability to prepare and execute a contract in a timely manner

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Applicants. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals is complete. If clarifications are made as a result of such discussion, the applicant agrees to put such clarifications in writing.

6. GENERAL REQUIREMENTS

6.1. Collusion

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

6.2. Gratuities

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

6.3. Required Review and Waive of Objections by Applicant

Applicants should carefully review this RFP for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the

“Deadline for Written Questions and/or Comments” detailed in the Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and/or Comments.

6.4. Proposal Withdrawal

To withdraw a proposal, any applicant must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1 .6) not later than 24 hours before the Deadline for Receipt of Proposals. After withdrawing a previously submitted proposal, the applicant may submit another proposal at any time up to the Deadline for Receipt of Proposals.

6.5. Proposal Errors

Applicants are liable for all errors or omissions contained in their proposals. Applicants will not be allowed to alter proposal documents after the Deadline for Receipt of Proposals.

6.6. Incorrect Proposal Information

If the City determines that an applicant has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the applicant knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

6.7. Proposal of Additional Services

If an applicant indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

6.8. Licensure

Before a contract pursuant to this RFP is signed, the applicant must hold all necessary, applicable business and professional licenses, including, but not limited to, certification of licensure in good standing with the State Bar of California. The City may require any applicants to submit evidence of proper licensure upon selection for negotiation of a services agreement.

6.9. Conflict of Interest and Proposal Restrictions

Applicants should identify any other public agency or private representation that may have a conflict of interest with the City.

By submitting a response to the RFP, the applicant certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or firm to the applicant in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other applicants, and said

individual, company, or other entity may not submit a proposal in response to this RFP.

6.10. Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected applicant. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked applicant.

6.11. Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received that does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Applicants must comply with all of the terms of this RFP and all applicable state laws and regulations.

Applicants may not restrict the rights of the City or otherwise qualify their proposals. If an Applicant does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any applicant to strict compliance with the RFP.

6.12. Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Sections 6250-6270 and 6275-6276.48). By submitting a proposal, the applicant acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Each applicant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information, which an applicant submits, is a trade secret. If a request is made for information marked “confidential”, the City will provide the applicant who submitted such information with reasonable notice to allow the Applicant to seek protection from disclosure by a court of competent jurisdiction.

The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Applicants who indiscriminately identify all or most of their Proposal as exempt from disclosure without justification may be deemed non-responsive.

6.13. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations

of the City and applicants will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

6.14. RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal may be incorporated into the final contract.

6.15. Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the Deadline for Receipt of Proposals unless such is formally requested, in writing, by the City.

6.16. Firm Participation

The City reserves the right to share with any firm of its choosing this RFP and proposal responses in order to secure a second opinion. The City may also invite said firm to participate in the Proposal Evaluation process.

6.17. Warranty

The selected applicant will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

6.18. Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion.
- Reject any and all proposals.
- Issue subsequent Requests for Proposals.
- Postpone opening proposals for any reason.
- Remedy errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the applicants.
- Accept other than the lowest monetary offer.
- Waive informalities and irregularities in the proposals.
- Enter into an agreement with another applicant in the event the originally selected applicant defaults or fails to execute an agreement with the City.
- Include provisions in the contract allowing the City Council to terminate the agreement at its sole and entire discretion upon the provision of thirty day (30) written notice.

7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Applicant, its firm, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial 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 with limits no less than \$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.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Applicant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: insurance 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.

(Not required if Applicant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions): Insurance appropriate to the applicant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Firm maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its 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 firm 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 applicant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the firm’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Applicant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the 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.

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.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Applicant shall furnish the City with original Certificates of Insurance including all required mandatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the applicant'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.

Subcontractors

Applicant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and applicant shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The 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.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

By the act of submitting a Proposal in response to this RFP, applicant certifies, under penalty of perjury, that applicant has not discriminated against minorities, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any required subcontracts.