

**REQUEST FOR PROPOSALS NO. 24-010**

**FOR**

**TAX AUDIT, ANALYSIS, FORECASTING, AND REPORTING SERVICES**



**CITY OF SANTA ANA**

**KEY RFP DATES:** *The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date:

Thursday, February 8, 2024

Deadline for Questions:

Monday, February 26, 2024, 4:00 P.M.

**Proposal Due Date:**

**Wednesday, March 13, 2024, 4:00 P.M.**



# CITY OF SANTA ANA

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### **EXHIBITS**

*Exhibits provided herein for Proposers' reference only.*

EXHIBIT I – SCOPE OF SERVICES  
EXHIBIT II – SAMPLE AGREEMENT

### **ATTACHMENTS**

A SERVICE CATEGORY IDENTIFICATION TABLE  
B PROPOSER'S CERTIFICATION & PROPOSAL ITEM PRICING  
C REFERENCES  
D PROPOSER'S STATEMENT  
E NON-COLLUSION AFFIDAVIT  
F NON-LOBBYING CERTIFICATION  
G NON-DISCRIMINATION CERTIFICATION



# CITY OF SANTA ANA

## I. BACKGROUND

Incorporated in 1886, Santa Ana, a Charter City, established a Council-Manager form of government in 1952. The City Council is composed of seven members; the Mayor elected at large and six Council members elected by ward, who appoint the City Manager, City Attorney and Clerk of the Council. The City of Santa Ana (City) is a full-service City with a diverse population of approximately 335,000.

The City's eleven agencies provide all the traditional municipal services, as well as water utility, library system, 20-acre zoo, City Jail, Police Department, and contracts with the Orange County Fire Authority for provision of fire services. The City employs 1,178 authorized full-time positions and has an annual citywide budget is \$646 million, including the General Fund budget of \$316 million.

The City of Santa Ana is located 10 miles inland from the Pacific Ocean, 33 miles southeast of Los Angeles and 90 miles north of San Diego. The City, which is the county seat of Orange County, encompasses an area of approximately 27 square miles and is the 11th largest by population in California.

## II. OVERVIEW OF PROJECT

The City is seeking proposals from qualified firms and organizations (Proposers) to provide audit, revenue recovery, analysis, forecasting, and reporting services for the following tax revenues:

### OPTIONS:

- A. Sales & Use Tax (Bradley-Burns allocation) and Transactions & Use Tax (Santa Ana Measure X)
- B. Property Tax, Property Tax In-Lieu of Vehicle License Fees, Residual Allocations from the Redevelopment Property Tax Transfer Fund, and Documentary Stamp Tax
- C. Non-Regulatory Business License Tax
- D. Business License Tax for Cannabis Business
- E. Hotel Visitors Tax (more commonly known as Transient Occupancy Tax)
- F. Utility Users Tax for Electric, Gas & Telecommunications Services

*Additionally, the City is seeking proposals from from qualified Proposers to provide and present data for the following option:*

- G. Statistical Report Package for the Annual Comprehensive Financial Report

The City may award agreements to one or more Proposers, however, it desires to contract with a minimum number of firms if possible, for a total of seven options provided as outlined throughout **EXHIBIT I – Scope of Services**. Proposers may submit a proposal for any or all of the seven Options listed above (A-G). If a Proposer is qualified and capable of proposing for multiple options, they are encouraged to do so.

The term “Vendor”, “Proposer”, “Firm”, “Consultant”, and “Contractor” shall refer to any legal entity or entities submitting a proposal in response to this Request for Proposals (RFP).

## III. SCOPE OF SERVICES

**SEE EXHIBIT I – SCOPE OF SERVICES**



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Usage is not guaranteed. Execution of an agreement between the City and successful firm(s) and/or individual(s) does not guarantee work throughout the duration of the contract period. Numerous factors will be evaluated by the City in its delivery of project and assignments, including technical expertise required.

### **IV. TERM OF AGREEMENT**

The anticipated term of the agreement is for an initial period of three (3) years. The City may, at its discretion, extend the agreement with the same or more limited scope of required services for two (2) additional one (1) year periods, upon mutual agreement contingent upon City Council approval, or City Manager or City Attorney authorization, as appropriate. The total term of the awarded agreement shall not exceed five (5) years.

### **V. MINIMUM QUALIFICATIONS**

- Proposers must have a minimum of seven (7) years' experience providing similar services to other government agencies;
- Proposers must have provided similar services for a minimum of three (3) years to at least two (2) government agencies with tax revenues exceeding \$150 million; and
- Proposers must not have had any disciplinary action taken or pending against them during the past five (5) years with state regulators, government agencies, or professional organizations.

### **VI. RESPONSE TO RFP**

#### **A. SUBMITTAL INSTRUCTIONS**

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the RFP due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. No other form of submittal will be accepted.

PlanetBids will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully. Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned Buyer. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Proposals shall NOT be sent via telegraphic, electronic, or facsimile means.



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All notifications, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

### B. COMMUNICATION / CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned Project Coordinator(s), and no other City staff about this RFP from the date this RFP is issued until a contract is awarded. The City will provide all official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the designated Project Manager(s).

### C. REQUEST FOR INFORMATION OR CLARIFICATION / QUESTIONS

Questions regarding this RFP shall be submitted via PlanetBids. Responses to all questions will be posted on PlanetBids no later than the date and time shown at the schedule of key RFP dates on the cover page of this RFP. All prospective Proposers are advised to visit PlanetBids on a regular basis as responses may be posted earlier than the date above (if applicable). No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this RFP, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following:

**Jacques Lam**  
Buyer  
Email: [JLam@santa-ana.org](mailto:JLam@santa-ana.org)

### D. EXCEPTIONS

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications. Should the Proposer be considered for award recommendation and progress into the negotiations phase, the requests for exceptions or modifications to the City's terms and conditions will be discussed at that time. The City will not accept any requests after the deadline for questions and reserves the right to reject or strike any requests for exceptions or additional terms and conditions related to Agreement, RFP, and insurance and indemnification terms and conditions.

### E. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's PlanetBids system, <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.



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Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation.

### F. UNDERSTANDING PROPOSAL

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document shall be submitted to the City by the deadline to submit requests for information or clarification/questions set forth herein.

### G. PROPOSAL CONTENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, photographs etc., are not necessary or desired. Emphasis should be concentrated on conformance to RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Digital dividers and clear organization of content and material are encouraged.

#### 1. Statement of Qualifications (SOQ)

SOQ must include a Table of Contents. Additionally, SOQ must include the following:

##### a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity. Cover Letter shall not exceed one page.

Cover letter must be addressed to the following City Project Manager:

**Alejandra Gutierrez, City Project Manager**

City of Santa Ana – Finance & Management Services Agency  
20 Civic Center Plaza, First Floor Ross Annex (M-15)  
Santa Ana, CA 92702-1964

##### b. Services Provided

A description of proposed services to be provided and how they meet the needs of the City as described in **Section III – Scope of Services** (Above).

Proposals should include detailed service descriptions to accomplish the minimum Audit, Analysis, Forecasting, and Reporting requirements listed in **EXHIBIT I – Scope of Services**.

##### c. Agreement Statement

Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in **EXHIBIT II – Sample Agreement** of this RFP (if any).



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### d. Firm and Team Experience

Proposal shall include a profile of the firm's experience including the following:

- i. A general description of the firm, including size and number of employees working directly with the City on this agreement.
- ii. Firm's nearest address serving the City of Santa Ana and headquarters address.
- iii. Name and contact information of the supervising Project Manager/Principal Agent, to be assigned to the agreement. The Project Manager/Principal Agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited to an interview.
- iv. Resumes for all key staff proposed describing relevant experience.
- v. Measurements on how close the firm's historical forecasts and revenue estimates have been to actual results.

### e. Proposed Work Plan

Proposal shall include a statement demonstrating the firm's understanding of the Scope of Services.

Additionally, proposed work plan shall include Proposers':

- i. Anticipated approach to performing services as specified herein;
- ii. Suggestions or special concerns the evaluation committee should take into consideration (if any);
- iii. Description of deliverables and implementation plan. Proposer shall submit a general description of the deliverables, implementation plan, and timeline.

- f. References: Attachment B – References shall be submitted for similar projects performed for state and/or similar government clients.

## 2. Cost Proposal

All Proposers are required to submit ATTACHMENT B – Proposer's Certification & Proposal Item Pricing to ensure fees proposed can be compared and evaluated. The City desires to contract for seven Options as outlined throughout **EXHIBIT I – Scope of Services**. City reserves the right to negotiate compensation and/or payment schedule prior to award of any resulting agreement.

The City shall not provide reimbursement for travel-related expenses, mileage, parking, lodging, meals, incidental fees, insurance, freight/shipping and handling/delivery, and any other business expenses, supplies and materials related to providing services as specified herein. Additional costs will not be considered and will not be reimbursed by the City, therefore, such costs must be absorbed in Proposer's cost proposal fee structure. Any language related to travel reimbursement shall be stricken from the document by the City and if not stricken, shall be deemed invalid.

If providing hourly rate sheets, Proposer shall not include rate ranges or averages.



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Proposals shall be valid for a minimum of one hundred eighty (180) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become property of the City.

As part of the Audit process, Contractors may be called upon to provide testimony or provide documentation during Administrative Hearings. Rates for participation in the Administrative Hearings must also be included as part of the cost proposal.

### VII. CERTIFICATIONS (ATTACHMENTS)

In addition to the SOQ, Narrative/Technical Proposal, and Cost Proposal, the following forms, included in this RFP, shall be signed and included as part of the proposal submittal package:

- Attachment A: Service Category Identification Table
- Attachment B: Proposer's Certification and Proposal Item Pricing
- Attachment C: References
- Attachment D: Proposer's Statement
- Attachment E: Non-Collusion Affidavit
- Attachment F: Non-Lobbying Certification
- Attachment G: Non-Discrimination Certification

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any commitment will be awarded pursuant to this RFP or otherwise.

#### ***PLEASE NOTE:***

- ***All forms above must be signed by a representative of the Firm that is legally authorized to contractually bind the Proposer.***
- ***City will not waive notarization requirement when applicable on any of the required attachments.***

### VIII. REFERENCES

Contractor shall provide three (3) references from other similar public agencies for which services similar to those specified in this RFP have been performed, including contact names and telephone numbers. Use **ATTACHMENT B – References**. The respondent grants permission for the City to contact any individuals listed as references.

*City may disqualify a Proposer if:*

- References fail to substantiate Proposer's description of services and deliverables provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- City is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact(s) of normal City working hours.



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### **IX. MINIMUM SCOPE AND LIMIT OF INSURANCE**

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of Notice of Intent to Award. Consultant must maintain, for the duration of its contract, the following insurance coverages as required by the City:

- **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 and \$2,000,000 aggregate.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with combined single limit of \$1,000,000.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident, policy, employee for bodily injury or disease.
- **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

Insurance requirements above can be met with primary and umbrella/excess insurance policies. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

#### **Other Insurance Provisions**

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

#### **Additional Insured Status**

City, its City Council, officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL and Automobile Liability policy(ies) with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations.

#### **Primary Coverage**

For any claims related to this contract, the selected Proposer's insurance coverage shall be primary coverage as respects City, its City Council, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its City Council, officers, officials, employees, agents, or volunteers shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.



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### **Waiver of Subrogation**

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under the CGL, Automobile Liability, Worker's Compensation and/or Professional Liability insurance policies. 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 City has received a waiver of subrogation endorsement from any insurer(s).

### **Severability**

A severability of interest provision must apply for all the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

### **Certificate Holder**

Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, 20 Civic Center Plaza, Santa Ana, CA 92701.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by City. City may require 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.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

### **Claims Made Policies**

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

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 three (3) 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, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

### **Verification of Coverage**

Consultant shall furnish City with original Certificates of Insurance including all required amendatory 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 policies listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



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## X. SELECTION PROCEDURES & CRITERIA

A. The City will establish a proposal review committee. The review committee will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth below.

B. Proposers will be ranked by the review committee based on the following criteria:

CATEGORY	POINTS
Responsiveness to RFP <ul style="list-style-type: none"> <li>Proposal’s compliance with the requirements of this RFP.</li> <li>Scope of Services offered including ability to provide optional services.</li> <li>The value to any new and/or innovative product or service suggestions or other new ideas and enhancements.</li> </ul>	25
Experience of Firm and Personnel <ul style="list-style-type: none"> <li>The experience, resources, and qualifications of the firm and individuals assigned to this account, including manager, supervisor and assigned staff.</li> </ul>	50
Proposed Pricing	15
References <ul style="list-style-type: none"> <li>References that are similar in size and project scope to the City.</li> </ul>	10
<b>TOTAL POSSIBLE SCORE</b>	<b>100</b>

C. A final score will be calculated for each submitted proposal and used to rank Proposers. Based upon the foregoing criteria, all proposals shall be ranked by score. Only those proposals receiving a score above 70 will be considered for award. The City reserves the right to award the contract to any proposer(s) with a score above 70. The review committee will evaluate proposers based on their response to the RFP and the City evaluation criteria set forth above.

D. The City is under no obligation to accept any proposal and reserves the right to negotiate with respondents as to fees and terms. The City may reject proposals at its sole discretion. If proposal fails to satisfy any requirements outlined in this RFP, it may be considered non-responsive and may be rejected.

The City shall not be obligated to accept the lowest priced proposals, but will make awards in the best interests of the City after all factors have been evaluated.

The review committee will recommend the qualified Proposers to the City Council or City Manager for award of contract, as appropriate.

E. The review committee may invite the proposers to interview. The City reserves the right to seek additional information from any or all Proposers invited to present proposals. A final score will be calculated for each submitted proposal and used to rank Proposers. City reserves the right to begin negotiations and enter into a contract without holding interviews, or further discussions.



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### **XI. WITHDRAWALS**

Proposers are responsible for verifying all prices and information before submitting a proposal. Prior to the proposal due date, the Proposer or Proposer's representative may withdraw the proposal by providing written notice of the proposal withdrawal to the City Contact/Project Manager. Verbal or telephonic withdrawals are not permissible.

### **XII. GENERAL TERMS AND CONDITIONS**

#### **A. AMERICANS WITH DISABILITIES ACT**

The awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the awarded Contractor (or any subcontract thereof), relating to this RFP, shall be subject to the provisions of this paragraph.

#### **B. CITY BUSINESS LICENSE**

The selected proposer shall be required to obtain a City of Santa Ana Business license within thirty (30) days of selection and must provide a copy to the City projects manager or designee prior to commencing any work in Santa Ana.

#### **C. CITY RIGHT TO REJECT**

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

#### **D. CONFLICT OF INTEREST**

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.



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### E. CONTRACTOR'S EXPENSE

Pre-Contractual Expenses: The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing a response to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

Other Expenses: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

### F. CONTRACTOR'S PROJECT MANAGER/KEY PERSONNEL

Except as formally approved by the City, the key personnel identified in Contractor's proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City. The City shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel under the awarded contract. The City shall notify the Contractor in writing of such action. The City is not required to provide any reason, rationale, or additional factual information if it elects to request any specific key personnel be removed from performing services under the awarded contract. The City shall review and approve the appointment of the replacement for the Contractor's personnel. Said approval shall not be unreasonably withheld.

Standards of Conduct: Contractor's personnel shall be courteous and maintain good working relationships with all stakeholders, state or outside agencies, other team members and staff within the City.

### G. COST PROPOSAL

The awarded Contractor agrees to provide the purchased services at the costs, rates, and fees as set forth in their Fee Schedule in response to this RFP. No other costs, rates or fees shall be payable to the awarded Subcontractor for implementation of their proposal.

### H. DATA RETENTION

Contractor shall be responsible for retaining data, records, and documentation for the preparation of required items. These materials shall be made available to and as requested by City.

All materials, documents, data or information obtained from the City Data files or any City medium furnished to Contractor in the performance of an awarded contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of the contract.

All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.



## CITY OF SANTA ANA

### I. DRUG-FREE WORKPLACE

The awarded Contractor certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the contract or both, and the Contractor may be ineligible for award of any future City contracts.

### J. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated.

Any irregularities or lack of clarity in the RFP should be brought to the designated City Contact/Project Manager's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

### K. EXECUTION OF AGREEMENT

Upon successful negotiations, the City and the selected Proposer will enter into an Agreement similar to that as shown in **EXHIBIT II – Sample Agreement** of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to disqualify them without any further obligation

### L. FISCAL NONFUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

### M. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm, also known as the prime, and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer. The proposer is responsible for all the actions taken by their sub-contractor.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

### N. INDEPENDENT CONTRACTOR

Contractor is considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor will be considered an agent or an employee of City.



## CITY OF SANTA ANA

Neither Contractor, its employees, nor anyone working under Contractor, will qualify for workers' compensation or other fringe benefits of any kind through City.

### O. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

### P. LITIGATION STATUS

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

### Q. NEGOTIATIONS

The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

### R. NON-PAYMENTS

Note that payments will NOT be made for any unsatisfactory work until corrected. In the event of nonpayment of undisputed sums by the City, Contractor shall give the City thirty (30) working days to cure the alleged breach.

### S. OWNERSHIP OF DOCUMENTS

The City has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative



## CITY OF SANTA ANA

work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. Contractor shall provide the City copies of documents upon its request at any time. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the City.

### T. PARKING

The City will not provide free parking and/or reimbursement for the cost of parking while providing services and conducting business with the City.

### U. PROFESSIONAL STANDARDS

Contractor staff shall be courteous to the public and City staff utilizing facilities where Contractor is performing work, but shall be responsive only to the requests of the City's Project Manager or designee. Contractor staff shall direct all inquiries to Project Manager or designee.

Contractor acknowledges that City locations consist of public-use facilities and recognizes the obligation to ensure Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and City personnel.

### V. PROJECT MANAGER

The selected Proposer will assume responsibility for all services in its proposal. The selected Proposer shall identify a sole point of contact, Project Manager, with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

### W. PROPOSAL VALIDITY

Services, pricing, and warranties indicated in a Proposer's Proposal must be valid for a period of 180 days at minimum after the submission of the Proposal.

### X. PUBLIC AGENCIES

Other public agencies, as defined by California Government Code Section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.

### Y. PUBLIC RECORDS

Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

### Z. SUBCONTRACTORS

Proposals in response to this RFP must identify any Subcontractors, and outline the contractual relationship between the Awarded Subcontractor and each Subcontractor. An official of each proposed Subcontractor must sign, and include as part of the proposal submitted by the Prime Contractor, a statement to the effect that the Subcontractor has read



## CITY OF SANTA ANA

and will agree to abide by the awarded Contractor's obligations. Any Subcontractor proposed after award of contract must be approved by the City before commencement of work.

The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all Subcontractors.

### **XIII. AWARD OF AGREEMENT**

Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms.

#### **A. EXECUTION OF AGREEMENT**

A standard agreement is included as **EXHIBIT II Sample Agreement** of this RFP. "Proposer" will hereinafter be referred to as "Consultant" or "Contractor" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

### **XIV. IMPLEMENTATION**

#### **A. KICK-OFF MEETINGS**

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.



## CITY OF SANTA ANA

### EXHIBIT I

### SCOPE OF SERVICES

The Consultant shall perform the following services as outlined below.

#### **A. Option A: Sales & Use Tax (Bradley-Burns) and Transactions & Use Tax (Santa Ana Measure X)**

1. Identify and advise City of legislation potentially impacting City revenue, including pending legislation. Consultant may be required to coordinate with the City's contracted federal and state legislative advocacy consultants.
2. Perform economic analysis and prepare detailed quarterly reports with trend information by sector and geographical area, top 100 tax payers, comparative data, three versions of City revenue estimates (pessimistic, most-likely, and optimistic), and detailed assumptions. Schedule a quarterly meeting with City staff to present the reports.
3. Obtain detailed quarterly data from the California Department of Tax and Fee Administration (CDTFA), then review and analyze for accuracy.
4. Identify and correct reporting errors and omissions made by businesses in order to maximize the City's revenue.
5. Perform physical canvassing and evaluation of businesses generating tax for the City of Santa Ana.
6. Perform permit audits of wholesalers, contractors, manufacturers, and other non-retail businesses.
7. Validate negative finding notifications from the CDTFA.
8. Review City purchases to capture the local allocation on purchases subject to use tax.
9. Coordinate with the CDTFA to make necessary corrections including retroactive adjustments as applicable.
10. As needed, represent the City before state offices and bodies to correct tax distribution errors.
11. Provide designated City staff with user-friendly access to a detailed online database, including inquiry by business and geographical location, search and data-download capabilities, and reports.
12. When appropriate, assist with strategies and make recommendations to preserve and enhance the City's sales/transactions/use tax base.

#### **B. Option B: Property Tax (Secured and Unsecured), Property Tax In-Lieu of Vehicle License Fees (VLF), Residual Allocations from the Redevelopment Property Tax Transfer Fund (PRTTF), and Documentary Stamp Tax (Property Transfer Tax)**

1. Identify and advise City of legislation potentially impacting City revenue, including pending legislation. Consultant may be required to coordinate with the City's contracted federal and state legislative advocacy consultants.
2. Prepare revenue estimates by March 15 of each year to be used during the budget process for each upcoming fiscal year beginning on July 1. Include assumptions.
3. Update revenue estimates after the County of Orange (County) finalizes assessed values for each fiscal year.
4. Reconcile the County's assessed valuation reports to assessment rolls and identify discrepancies.
5. Review assessed valuation data to identify inconsistencies and investigate.
6. Prepare a detailed annual report including assessed value summaries and reconciliation, detailed information for significant changes to assessed value, top taxpayers, property-tax-dollar



## CITY OF SANTA ANA

breakdown, summary information by Tax Rate Area, information for parcel changes and transfer of ownership, comparative information by fiscal year, comparative information with other cities, and Proposition 8 recapture.

7. Schedule meetings with City staff to present estimates and the annual detailed report.
8. Represent the City for purpose of examining records to identify errors and omissions to support maximizing City revenue.
9. Use City Planning and Building data to identify non-residential parcels with new construction.
10. Provide reports for the City's preparation of appropriation limit calculations for the state.
11. Prepare requests for corrective action and provide other assistance to recover and prevent tax delinquencies, as applicable.
12. Respond to City staff requests for data to be used for developer agreements.
13. Provide designated City staff with user-friendly access to a detailed online database, including inquiry by parcel (situs address and APN), geographical location, search and data-download capabilities, parcel owner contact information, and reports.

### **C. Option C: Non-Regulatory Business License Tax (BLT) – Non-Cannabis Business**

1. Identify and advise City of legislation potentially impacting City revenue, including pending legislation.
2. Prepare biannual revenue estimates and include assumptions. Represent the City for the purpose of obtaining information from businesses to assist with preparation of revenue estimates. Schedule biannual meetings with staff to review the estimates and assumptions.
3. Provide business audit services in accordance with the City's municipal code (Chapter 21), based on a plan and schedule mutually agreed upon by the City and Consultant. Identify the range of cost per audit based on a minimum of 1 audit per year. Represent the City for the purpose of examining records related to the applicable tax revenue. Schedule meetings with staff as needed.
4. Prepare documents to facilitate recovery of revenue and applicable penalties and interest, including requests for corrective action. This includes the identification, auditing, and discovering procedures to detect and recover unreported and/or underreported business license taxes (i.e., cross-referencing information with Sales Tax data to ensure licensing compliance).
5. Provide comparative information with other cities having a non-regulatory BLT.
6. When appropriate, provide recommended changes in business license policies/procedures to improve business license tax collection.

### **D. Option D: Business License Tax (BLT) – Cannabis Business**

1. Identify and advise City of legislation potentially impacting City revenue, including pending legislation.
2. Prepare biannual revenue estimates and include assumptions. Represent the City for the purpose of obtaining information from cannabis businesses to assist with preparation of revenue estimates. Schedule biannual meetings with staff to review the estimates and assumptions.
3. Provide Cannabis BLT audit services in accordance with the City's municipal code (Chapter 21, Articles XII and XIII), based on a mutually agreed upon plan and schedule. Identify the range of cost per audit based on a minimum of three (3) audits per year. Represent the City for the purpose of examining records related to the applicable tax revenue. Schedule meetings with staff as needed.
  - a. The desired services to be performed for legally operated cannabis facilities in the City include, but are not limited to:
    - i. On-site cannabis business license tax audits to ensure operations of the cannabis business are in tax compliance with the City's municipal code (Chapter 21, Articles XII and XIII and Sec. 40-106. - Audits—Cooperatives/collectives.).



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- ii. Evaluate consistency between gross receipts and other information reported on financial statements to what was reported to the CDTFA for sales and use tax, cannabis excise tax, and/or cultivation tax. In addition, evaluate consistency between gross receipts reported on financial statements to gross receipts reported to the City.
  - iii. The auditor shall have access to examine any of the following records or books, whenever necessary, to ascertain the amount of any tax due, as required by the City's municipal code.
4. Any point of sale (POS) inventory control and reporting system that can produce historical transaction data for review by the City.
5. Legible, clear, adequate, and accurate books, records, and documentation maintained on the premises for a minimum of five (5) years, that detail all the revenues and expenses, and assets and liabilities of the business.
6. A complete set of books of account, invoices, copies of orders and sales, bills, bank statements (including cancelled checks and deposit slips), and all other records necessary to fully show transaction history.
7. Provide any additional assistance as necessary to support the City in recovering and preventing tax deficiencies and delinquencies.
8. Prepare documents to facilitate recovery of revenue and applicable penalties and interest, including requests for corrective action.
9. Provide comparative information with other cities having a local Cannabis tax.

### **E. Option E: Hotel Visitors Tax (HVT, more commonly known as Transient Occupancy Tax)**

1. Identify and advise City of legislation potentially impacting City revenue, including pending legislation.
2. Prepare biannual revenue estimates and include assumptions. Represent the City for the purpose of obtaining information from hotels to assist with preparation of revenue estimates. Schedule biannual meetings with staff to review the estimates and assumptions.
3. Provide HVT audit services in accordance with the City's municipal code (Chapter 35, Article V), based on a mutually agreed upon plan and schedule. Identify the range of cost per audit based on a minimum of 2 audits per year. Represent the City for the purpose of examining records related to the applicable tax revenue. Schedule meetings with staff as needed.
4. Prepare documents to facilitate recovery of revenue and applicable penalties and interest, including requests for corrective action.
5. Provide comparative information with other cities having a TOT.

### **F. Option F: Utility Users Tax (UUT) for Electric, Gas & Telecommunications Services**

1. Identify and advise City of legislation potentially impacting City revenue, including pending legislation.
2. Prepare biannual revenue estimates and include assumptions. Represent the City for the purpose of obtaining information from utility providers to assist with preparation of revenue estimates. Schedule biannual meetings with staff to review the estimates and assumptions.
3. Provide UUT audit services in accordance with the City's municipal code (Chapter 35, Article VI), based on an agreed-to plan and schedule. Identify the range of cost per audit based on a minimum of 1 audit per year. The audits will include corresponding franchise fees as applicable. Represent the City for the purpose of examining records related to the applicable tax and fee revenue. Schedule meetings with staff as needed.
4. Prepare documents to facilitate recovery of revenue and applicable penalties and interest, including requests for corrective action.



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5. Provide comparative information with other cities having a UUT.

### **G. Option G: Statistical Reporting Package for Annual Comprehensive Financial Report**

1. Prepare select tables for the statistical section of the City's annual comprehensive financial report by October 15 of each year. The City will prepare tables comprised exclusively of internal information. The consultant will prepare all remaining tables. The City's most recent annual report can be found at: <https://www.santa-ana.org/financial-reports/>.



# CITY OF SANTA ANA

## EXHIBIT II

### SAMPLE AGREEMENT

#### CONSULTANT AGREEMENT CITY OF SANTA ANA

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

#### RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of:
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

#### 1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

#### 2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit B**. The total amount to be expended during the term of this Agreement shall not exceed \$xxxxxx.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

#### 3. TERM

This Agreement shall commence on the date first written above for an initial period of five (5) years. The City may, at its discretion, extend the agreement with the same or more limited scope of required services for three (3) additional periods of two (2) years, one (1) year, and a final optional extension for a one (1) year period, upon mutual agreement contingent upon City Council approval, or City Manager or City Attorney authorization, as appropriate. The total term of the awarded agreement shall not exceed nine (9) years. The Agreement may be terminated earlier in accordance with Section 15, below.

#### 4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement;



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however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### 5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### 6. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE 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 and \$2,000,000 aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with combined limit of \$1,000,000.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident, policy, employee for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

Insurance requirements above can be met with primary and umbrella/excess insurance policies. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

#### Other Insurance Provisions

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

#### **Additional Insured Status**

City, its City Council, officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL and Automobile Liability policy(ies) with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations.



## CITY OF SANTA ANA

### **Primary Coverage**

For any claims related to this contract, the selected Proposer's insurance coverage shall be primary coverage as respects City, its City Council, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its City Council, officers, officials, employees, agents, or volunteers shall not contribute with it.

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.

### **Waiver of Subrogation**

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against City by virtue of the payment of any loss under the CGL, Automobile Liability, Worker's Compensation and/or Professional Liability insurance policies. 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 City has received a waiver of subrogation endorsement from any insurer(s).

### **Severability**

A severability of interest provision must apply for all the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

### **Certificate Holder**

Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, 20 Civic Center Plaza, Santa Ana, CA 92701.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by City. City may require 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.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to City .

### **Claims Made Policies**

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

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 three (3) 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, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

### **Verification of Coverage**

Consultant shall furnish City with original Certificates of Insurance including all required amendatory 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 policies listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



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### ***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

### **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

### **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

### **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.



## CITY OF SANTA ANA

### 11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

### 12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

### 13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

### 14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

### 15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

### 16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### 17. JURISDICTION - VENUE



# CITY OF SANTA ANA

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## 18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## 19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Finance & Management Services Agency  
City of Santa Ana  
20 Civic Center Plaza (M-15)  
P.O. Box 1981  
Santa Ana, California 92702  
ATTN: Alejandra Gutierrez  
Fax: 714-647-5497

To Contractor:

First & Last Name Title Consultant Firm Name Address City, State, Zip Fax:
---

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the



# CITY OF SANTA ANA

transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## 20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Tom Hatch  
Interim City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By: \_\_\_\_\_  
Assistant City Attorney

_____ (name) (title)
----------------------------

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Kathryn Downs, CPA  
Executive Director, Finance & Management Services  
Finance & Management Services Agency

**SAMPLE ONLY**



# CITY OF SANTA ANA

## ATTACHMENT A

### SERVICE CATEGORY IDENTIFICATION TABLE

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals (RFP). I have examined the Scope of Services (Exhibit 1) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my RFP.

Please use check marks to indicate the service area(s) for which Respondent wishes to be considered and rank order of preference in numerical order. Please include this attachment with your RFP submission.

No.	Category Description	✓	Rank Order of Preference (1,2,3, etc.)
1	Option A: Sales & Use Tax (Bradley-Burns) and Transactions & Use Tax (Santa Ana Measure X)		
2	Option B: Property Tax (Secured and Unsecured), Property Tax In-Lieu of Vehicle License Fees (VLF), Residual Allocations from the Redevelopment Property Tax Transfer Fund (PRTTF), and Documentary Stamp Tax (Property Transfer Tax)		
3	Option C: Non-Regulatory Business License Tax (BLT) – Non-Cannabis Business		
4	Option D: Business License Tax (BLT) – Cannabis Business		
5	Option E: Hotel Visitors Tax (HVT, more commonly known as Transient Occupancy Tax)		
6	Option F: Utility Users Tax (UUT) for Electric, Gas & Telecommunications Services		
7	Option G: Statistical Reporting Package for Annual Comprehensive Financial Report		

**To be considered responsive, at least one service category must be identified.**

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

LEGAL NAME OF COMPANY \_\_\_\_\_ PHONE AND FAX NUMBERS \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

PRINTED NAME OF AUTHORIZED AGENT \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

FEDERAL ID NUMBER (IF APPLICABLE) \_\_\_\_\_ CONTRACTOR LICENSE NUMBER (IF APPLICABLE) \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT B

#### PROPOSER'S CERTIFICATION & PROPOSAL PRICING

Proposers must submit the following Proposal Pricing Tables as part of their submittal to be considered complete. The table must not show ranges or averages in the pricing. Each Option and all corresponding Parts must be filled in for each Option the Proposer wishes to bid upon. For any Option not bid upon, simply mark the N/A box and leave that section empty.

<b>OPTION A: Sales &amp; Use Tax (Bradley-Burns) and Transactions &amp; Use Tax (Santa Ana Measure X)</b>		<input type="checkbox"/> N/A
Part A (Lump Sum)	Economic and Legislative Analysis with Quarterly Reports and Virtual Presentations to City Staff	\$
Part B (Cost Per Audit)*	Physical canvassing and evaluations for a Business With:	
	Annual Receipts less than \$1 Million	\$
	Annual Receipts between \$1 and \$5 Million	\$
	Annual Receipts between \$5 and \$10 Million	\$
Annual Receipts greater than \$10 Million	\$	
Part C (Hourly)	Other Related Additional Services	\$ /hr

*\*Note: No Minimum Audits per Year*

<b>OPTION B: Property Tax (Secured and Unsecured), Property Tax In-Lieu of Vehicle License Fees (VLF), Residual Allocations from the Redevelopment Property Tax Transfer Fund (PRTTF), and Documentary Stamp Tax (Property Transfer Tax)</b>		<input type="checkbox"/> N/A
Part A (Lump Sum)	Economic and Legislative Analysis with Biannual Reports and Virtual Presentations to City Staff	\$
Part B (Hourly)	Other Related Additional Services	\$ /hr

<b>OPTION C: Non-Regulatory Business License Tax (BLT) – Non-Cannabis Business</b>		<input type="checkbox"/> N/A
Part A (Lump Sum)	Economic and Legislative Analysis with Biannual Reports and Virtual Presentations to City Staff	\$
Part B (Cost Per Audit)*	Physical canvassing and evaluations for a Business With:	
	Annual Receipts less than \$1 Million	\$
	Annual Receipts between \$1 and \$5 Million	\$
	Annual Receipts between \$5 and \$10 Million	\$
Annual Receipts greater than \$10 Million	\$	
Part C (Hourly)	Other Related Additional Services	\$ /hr

*\*Note: Minimum One (1) Audit per Year*

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

ATTACHMENT B (Continued)

PROPOSER'S CERTIFICATION & PROPOSAL PRICING

<b>OPTION D: Business License Tax (BLT) – Cannabis Business</b>		<input type="checkbox"/> N/A
Part A (Lump Sum)	Economic and Legislative Analysis with Biannual Reports and Virtual Presentations to City Staff	\$
Part B (Cost Per Audit)*	Physical canvassing and evaluations for a Business With:	
	Annual Receipts less than \$1 Million	\$
	Annual Receipts between \$1 and \$5 Million	\$
	Annual Receipts between \$5 and \$10 Million	\$
Annual Receipts greater than \$10 Million	\$	
Part C (Hourly)	Other Related Additional Services	\$ /hr

*\*Note: Minimum Three (3) Audits per Year*

<b>OPTION E: Hotel Visitors Tax (HVT, more commonly known as Transient Occupancy Tax)</b>		<input type="checkbox"/> N/A
Part A (Lump Sum)	Economic and Legislative Analysis with Biannual Reports and Virtual Presentations to City Staff	\$
Part B (Cost Per Audit)*	Physical canvassing and evaluations for a Business With:	
	Annual Receipts less than \$1 Million	\$
	Annual Receipts between \$1 and \$5 Million	\$
	Annual Receipts between \$5 and \$10 Million	\$
Annual Receipts greater than \$10 Million	\$	
Part C (Hourly)	Other Related Additional Services	\$ /hr

*\*Note: Minimum Two (2) Audits per Year*

<b>OPTION F: Utility Users Tax (UUT) for Electric, Gas &amp; Telecommunications Services</b>		<input type="checkbox"/> N/A
Part A (Lump Sum)	Economic and Legislative Analysis with Biannual Reports and Virtual Presentations to City Staff	\$
Part B (Cost Per Audit)*	Canvassing and evaluations	
Part C (Hourly)	Other Related Additional Services	\$ /hr

*\*Note: Minimum One (1) Audit per Year*

<b>OPTION G: Statistical Reporting Package for Annual Comprehensive Financial Report</b>		<input type="checkbox"/> N/A
Part A (Lump Sum)	Data Analysis and Table Preparation	\$
Part B (Hourly)	Other Related Additional Services	\$ /hr

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



# CITY OF SANTA ANA

## ATTACHMENT B (Continued)

### PROPOSER'S CERTIFICATION & PROPOSAL PRICING

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**PROPOSER'S STATEMENT:** I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

---

LEGAL NAME OF COMPANY PHONE AND FAX NUMBERS

---

BUSINESS ADDRESS

---

PRINTED NAME OF AUTHORIZED AGENT TITLE

---

SIGNATURE OF AUTHORIZED AGENT DATE E-MAIL ADDRESS

---

FEDERAL ID NUMBER (IF APPLICABLE) CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
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# CITY OF SANTA ANA

## ATTACHMENT C REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**REFERENCE**

Customer Name: \_\_\_\_\_ Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ EMAIL: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

\_\_\_\_\_

**REFERENCE**

Customer Name: \_\_\_\_\_ Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ EMAIL: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

\_\_\_\_\_

**REFERENCE**

Customer Name: \_\_\_\_\_ Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ EMAIL: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

\_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
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## CITY OF SANTA ANA

### ATTACHMENT D

### PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm \_\_\_\_\_

Signed and Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
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# CITY OF SANTA ANA

## ATTACHMENT E NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
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# CITY OF SANTA ANA

## ATTACHMENT F NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT G

### NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



## CITY OF SANTA ANA

### ATTACHMENT G (Continued)

### NON-DISCRIMINATION CERTIFICATION

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

- Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**