



## CITY OF LOMPOC

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### REQUEST FOR PROPOSALS NO. 2753 COMPREHENSIVE USER FEE STUDY TO INCLUDE:

- 1) USER FEE STUDY
  - 2) REVIEW OF BILLING RATES – Additive optional item
  - 3) WORK ORDER RATE ANALYSIS – Additive optional item
- 

Issuing Entity: City of Lompoc  
100 Civic Center Plaza  
P.O. Box 8001  
Lompoc, CA 93436-8001  
<http://www.cityoflompoc.com>

Contact: Questions regarding this request for proposals should be directed to:

City of Lompoc  
Management Services Department  
Dean Albro, Accounting Supervisor  
(805) 875-8283  
[d\\_albro@ci.lompoc.ca.us](mailto:d_albro@ci.lompoc.ca.us)

#### **KEY RFP DATES**

<b>Issued:</b>	<b>May 30, 2014</b>
<b>Submit Questions By:</b>	<b>June 16, 2014</b>
<b>Submit Proposal By:</b>	<b>July 14, 2014 @ 2:00 p.m.</b>
<b>Oral Interviews (Tentative):</b>	<b>July 21<sup>st</sup> to July 25<sup>th</sup>, 2014</b>
<b>City Council approval:</b>	<b>August 19, 2014</b>
<b>Tentative Project Start Date:</b>	<b>September 22, 2014</b>
<b>Draft Report Completion Date:</b>	<b>February 2, 2015</b>

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## **1.0 PURPOSE**

The City of Lompoc (the "City") is requesting qualifications from qualified firms with expertise performing comprehensive user fee studies for California local municipalities. The proposed scope of services includes a User Fee Study with an option to develop a CIP Administrative Rate and perform a Work Order Rate Analysis. The purpose of this project is to ensure the City is utilizing comprehensive overhead rates and accurately accounting for the true cost of providing various services within and to all City operations, including capital projects and setting user fees based on the true cost of services.

The primary focus is on General Fund operating services including Administration, Finance, Police, Fire, Community Development, Building Inspection, Utility Billing (other than utility user charges), Public Works, Engineering, Environmental Review, Development Review, Parks and Recreation, and other General Fund operations. Secondly, user fees (other than utility user charges) for the City's Enterprise Funds will also be a focus. A comprehensive list of existing fees is attached.

## **2.0 BACKGROUND INFORMATION**

The City is a residential community located on the Central Coast nine miles east of the Pacific Ocean in Santa Barbara, midway between Los Angeles and San Francisco. The City is sixty miles south of the City of San Luis Obispo and fifty-three miles north of the City of Santa Barbara on scenic Highway 1. The City encompasses an approximate area of 24 square miles with a population of approximately 43,000.

The City of Lompoc was incorporated in 1888 as a general law city and operates under the council-manager form of government. The City Council is comprised of a Mayor directly elected for a two-year term, and four Council Members generally elected to serve staggered four year terms. The City Administrator and City Attorney are appointed by the Council. The City of Lompoc is a full-service municipal government, offering its resident's police and fire protection, water, wastewater, electric, broadband, airport, transportation, solid waste, landfill and park services, public infrastructure improvements, and culture and leisure programming. The City's fiscal year begins on July 1 and ends on June 30. The City of Lompoc operates on a biennial budget. The current budget, FY 2013-15, has appropriations of approximately \$188 million for all funds combined.

The last User Fee Study was completed in June 1990, although user fees had been updated annually on July 1 based on CPI index through June 30, 2009. With the passage of Proposition 26 in November 2010, the City is particularly interested in validating the user fees are not in excess of the cost of providing the services, in compliance with Proposition 26. The City is also interested in validating those fees, charges, interest, or penalties that are not subject to Proposition 26.

The City contracts for a variety of key services with public agencies and private firms. Those include: City Attorney; Building Official and Building Inspection Services, Animal Control Services. Several of those functions have employees that use City facilities and/or are supported by City staff.

Additional information about the City of Lompoc can be found by visiting its web site at <http://www.cityoflompoc.com>.

### **3.0 SCOPE OF THE REQUEST FOR PROPOSALS**

This Request for Proposals (RFP) is a step in the City's procurement process to acquire the desired services at a competitive price. Firms responding to this RFP shall be prepared to deliver services and perform the work necessary to provide the services described within six to nine months after the commencement of the project. The project consists of furnishing all labor, materials, supervision and travel necessary to complete the following tasks:

3.1 Work with the City in developing service provisions, cost categories and allocation criteria for current and future programs.

3.2 Work with City staff to explain the operational methodology of the User Fee Study, with the end result being a fees structure that best fits the City. The User Fees are to be developed from the ground up, starting with the interview of personnel providing "end-user" services to ensure costs from all functional areas directly involved with a service are included in the cost of that service. Work with City staff to identify existing fee categories, which may be obsolete, and valid fee categories that are not currently provided for in the City's existing Fee Schedule.

3.2.1 In determining the total cost for each service, the draft User Fee Study shall also include costs:

3.2.1.1 For technology improvements required to bring the City up to par with similar sized (population and scope of services) cities. That additional cost can take the form or a surcharge for the purposes of upgrading and maintaining technology such as computers, printers, software, and other related equipment and services.

3.2.1.2 To provide for reimbursement of costs attributable to the User Fee Study and to provide funding for a full User Fee Study five years after full implementation of the User Fee Study. That additional cost can take the form or a surcharge for the purposes of setting aside funds for the next study and to reimburse City funding sources for this study.

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- 3.2.2 Compare full cost recovery with existing recovery levels for each category of fees. That is to include (i) any service areas where the City is currently charging for services, as well as areas where the City, could charge in light of the City's practices, or the practices of similar or neighboring cities, (ii) include (as allowed by statutes/laws/rules/regulations) practices for deferral or forgiveness of fees or substitution of public services/facilities in lieu of fees for privately funded and City projects with public benefit and (iii) include a comparison of current City practices and similar practices of similar or neighboring cities.
  - 3.2.3 Recommend appropriate fees and charges based on your analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic (e.g. youth recreation, senior services, aquatic programs). Consider the cost of pre-application and post-application meetings to mitigate project problems, assist project proponents to prepare the application, emergency response cost recovery such as inspection costs after fires or acts of nature and how those costs can be recovered, either on a permit specific basis or as an overall percentage applied to permit fees.
  - 3.2.4 Prepare draft User Fee Study that identifies the total cost for each service, the current cost recovery level, proposed cost recovery level, percentage change, and proposed cost recovery percentage and makes fee recommendations for each service presented.
  - 3.2.5 In the draft User Fee Study, provide a fee comparison with other Santa Barbara County and San Luis Obispo County cities and other California cities that are comparable to Lompoc (for information only).
  - 3.2.6 The report should also identify the direct cost, the indirect cost, and the overhead cost for each service and provide a model for adjusting those fees for the City's current and future needs. The model is to provide for the addition of new fees for future new service enhancements and the ability to calculate the full and proposed fee recovery based on costs of providing the services under consideration.
- 3.3 As an optional additional study (which may be selected by the City), evaluate the City's administrative costs associated with Capital Improvement Projects, and establish a single overhead rate structure for recovery of costs from those projects.
  - 3.4 As an optional additional study (which may be selected by the City), evaluate the City's administrative and overhead costs associated with

providing planning, engineering, inspecting, building services, and other services. Review established billable rate structure used for recovery of costs for services provided to customers doing business through various departments, such as community development, public works, police, fire, *etc.* The review is to affirm the existing structure and approach or recommend an alternate structure and approach to fully recover costs.

- 3.4.1 Prepare draft CIP rate and billable rate schedule that identifies the total cost for each service, the current fees, and makes fee recommendations for each service presented. Review draft report with departments and City Administrator for final input on report before presenting final report. Provide 2 bound copies, one PDF copy, and one file copy in Microsoft Word format to the City. Excel worksheets related to the continued update of the recommended billable rates also needs to be provided.
- 3.4.2 Prepare final CIP rate and billable rate schedule and present to City Council (if needed). Collect and document comments and concerns for follow up as needed.
- 3.5 Provide training to City staff to utilize the provided model and to prepare annual fee updates on an annual basis. The model should provide for updating fees based either on future cost inputs or on an appropriate cost of living index.
- 3.6 Report to City staff other matters that come to your attention in the course of your evaluation that, in your professional opinion, the City should consider.
- 3.7 Prepare a clear and concise explanation and report on the recommended User Fees, optional Overhead Rates, and describe the methodology used. The explanation and report should be prepared in a format that can be understood by City Council, customers, the general public, and City staff.
- 3.8 Review draft report with departments and City Administrator for input on report before presenting final report.
- 3.9 Presentations to the Economic Development Committee and Parks and Recreation Commission to facilitate their understanding of the User Fee Study and its implications for the City and to make adjustments as necessary based on feedback from the Committee and Commission.
- 3.10 Provide 2 bound copies, one PDF copy, and one file copy of the final study report. The file copy should be in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. Excel worksheets related to the continued update of the recommended user fee also needs to be provided.

- 3.11 Prepare final User Fee Study and present to City Council at up to two meetings. Collect and document comments and concerns for follow up as needed.
- 3.12 Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

#### 4.0 QUALIFICATIONS

- 4.1 Qualified firms shall have extensive experience developing user fee studies and billable rate models for agencies of similar size and range of services as the City.
- 4.2 Qualified firms must be properly licensed, staffed, equipped, and financed to perform the work relevant to a project of this nature.
- 4.3 Qualified firms shall have proven methodologies for the collection and analysis of cost data relevant to a project of this nature and for the conversion of the data to the studies specified in this RFP.

#### 5.0 PROJECT SCHEDULE

The major events within the selection process for determining the Comprehensive User Fee Study consultant are outlined below. An approximate schedule of these events is as follows:

<u>Event</u>	<u>Schedule</u>
RFP Issued	May 30, 2014
Registration Information returned	by June 16, 2014
RFP written questions deadline	June 16, 2014
RFP answers and clarifications available	June 20, 2014
Receive responses no later than 2:00 p.m. (PST).	July 14, 2014
Oral interviews at City's discretion	July 21 <sup>st</sup> - 25 <sup>th</sup> , 2014
Selected firm notified	July 28, 2014
Presentation to City Council for approval	August 19, 2014
Contract executed and work begins	September 22, 2014
Completion of draft report	February 2, 2015
Presentation of draft report to City staff	February 5, 2015 (tentative)
Presentation to Parks and Rec Comm.	February 11, 2015
Presentation to Executive Board of the Economic Development Committee	February 17, 2015 (Tentative)
Completion of final report	February 26, 2015
Presentation to City Council for discussion	March 3, 2015



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Presentation to City Council for adoption	March 17, 2015
Implementation of new fee schedule	April 1, 2015

- 5.1 The City may provide feedback on submitted questions and distribute supplemental information during the RFP process. In order to communicate efficiently with each proposer, a Registration Information Sheet is attached for completion. Please return a completed Registration Information Sheet by June 16, 2014.
- 5.2 The City expects to award a Professional Services Agreement by August 19, 2014. Final reports are desired by February 2, 2015 with implementation of a new fee schedule no later than July 1, 2015.

## 6.0 REQUIRED INFORMATION

### 6.1 Cover Letter

6.1.1 The cover letter shall be signed by an official authorized to bind the firm and shall contain a statement the response is valid for ninety (90) days. As well, the cover letter shall serve as the introductory letter, provide a summary of the respondent's qualifications and an overview of the project and include a brief description of your understanding of the services to be provided, as well as your approach to providing such.

6.1.2 Provide the name, address, phone number, fax number, and e-mail address of your firm's contact person for this Request for Proposals.

6.1.3 Provide a description of your firm, including the size (number of employees), number of years in business and areas of specialization.

### 6.2 Scope of Services, Work Plan and Schedule

6.2.1 Provide a description of the work program including a description of deliverables and activities that will be undertaken. Respondents are to describe their approach for managing the project, schedule and communicating with the City.

6.2.2 Respondents are to describe their technical approach to the work, and should list specific tasks necessary to fulfill the project requirements. Respondents are encouraged to amplify the scope of services, and to identify any supplemental tasks necessary or recommend any alternatives that may enhance the project or reduce its costs.



6.2.3 Provide a schedule that includes resource (both City employees and vendor employees) requirements, a step-by-step work plan of all activities involved in the conduct of the work, and timelines for those steps, identifying major steps and milestones.

6.3 Description of Project Team Experience and Qualifications

6.3.1 Describe your firm's qualifications to provide the scope of work as outlined in Section 3. Include recent projects of a similar nature.

6.3.2 Provide the background, qualifications and experience of professional staff to be assigned to this engagement. Specify who the Project Manager (lead person) will be for the project. Describe projects of a similar nature in which they had "hands on" responsibility.

6.3.3 The qualifications of each of the Principal and senior consultants are to be spelled out in this section (resumes for those people included in Appendix). Those who are named must continue to have a direct, hands-on role in the project. The City may insist on Principal-level participation at every stage of the project. Any substitutions will require prior City approval.

6.3.4 Identify sub-consultants, if any, and the role of each, spelled out by task.

6.4 Client References

6.4.1 Provide the names, titles, addresses, and telephone numbers of a contact person for at least three references. It is preferred this list include organizations for which your firm has performed similar services as outlined in this RFP. It is preferred this list include municipalities of the approximate size of the City of Lompoc.

6.4.2 Provide a complete listing of all California municipal agency clients for which the respondent has provided a user fee study.

6.5 Fee Schedule and Estimate

6.5.1 The respondent shall present a specific "not to exceed" fixed fee, including associated fees (*i.e.* printing costs, etc.) with separate fee proposals for the User Fee Study and each additional study option (section 3.3 and 3.4) (billing rate review and work order rate analysis). The fee estimate shall include:

6.5.1.1 A listing of tasks required to accomplish the scope of services

- 6.5.1.2 An estimate of the labor hours for each task, by position classification
- 6.5.1.3 The proposed hourly fee schedule for calendar year 2014.
- 6.5.1.4 All reimbursable fees and expenses should be included in the not to exceed fixed fee.

## 6.6 Appendices

- 6.6.1 The qualifications of professional personnel who will be working on the project.

## 6.7 Submittal Requirements

- 6.7.1 The response is to answer only those items requested, and brevity will be appreciated. Responses should include, in this order:
  - 6.7.1.1 Cover Letter
  - 6.7.1.2 Scope
  - 6.7.1.3 Project Team
  - 6.7.1.4 References
  - 6.7.1.5 Fee Schedule
  - 6.7.1.6 Appendices
  - 6.7.1.7 Optional one page of additional information not requested, if you feel it may be useful and applicable to this project.
- 6.7.2 Each section of your response should be clearly defined and separated from the others. Each section of your response should clearly match the number scheme of this RFP. For example, response to item number 6.4.1 should be clearly labeled: 6.4.1.
- 6.7.3 All qualification packages must be in hard copy. Someone authorized to execute legal documents on behalf of your firm must sign the original transmittal document. Please submit one bound copies of the completed proposal package, and one copy in electronic (PDF) format by the deadlines identified below in item numbers 6.7.7 and 6.7.12.
- 6.7.4 All Mailed Proposals (if by US Postal Service) shall be addressed as follows:

City of Lompoc  
Finance Division  
P.O. Box 8001  
Lompoc, CA 93438-8001

6.7.5 All Mailed Proposals (if by overnight delivery) shall be addressed as follows:

City of Lompoc  
Finance Division  
100 Civic Center Plaza  
Lompoc, CA 93436

6.7.6 The envelope shall also have stated thereon the name and address of the submitting firm.

6.7.7 All qualification packages shall be received at City Hall at the address indicated in Item 6.7.4 or 6.7.5 before, **2:00 pm (PST) on July 14, 2014**. Responses received after that date and time will not be considered.

6.7.8 Facsimile responses will not be considered. Postmarks will not be accepted.

6.7.9 Please note your response becomes property of the City and a matter of public record.

6.7.10 It is preferred the basic responses identified in item 6.7.1 be submitted in standard 8 ½ by 11-inch page format. Attachments or enclosures may vary in size as necessary.

6.7.11 The City is not responsible for responses that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the responses, to reject any or all responses, or to accept each response the City determines, in its sole judgment, will best serve the interests of the City.

6.7.12 An electronic copy of the complete proposal package should be emailed to [d\\_albro@ci.lompoc.ca.us](mailto:d_albro@ci.lompoc.ca.us) following the deadline specified in 6.7.7 above but no later than July 15, 2014 at 5:00 pm.

## 7.0 SELECTION PROCESURES

### 7.1 Response Review Team

The review team will consist of City staff. The final approval of any contract award recommendation will necessitate review and approval by the City Administrator. The Professional Services Agreement will require approval of the City Council.

## 7.2 Selection Process

- 7.2.1 Receive and evaluate statements of qualifications from firms and develop a short-list.
- 7.2.2 Firms short-listed will be invited for formal interviews by the City. The selection committee will then develop a final ranking of the most qualified respondents and notify the all the respondents of the results.
- 7.2.3 The City may reinterview a limited number of finalists following the review and ranking of proposals.
- 7.2.4 Firm's invited to oral interviews will be provided with additional instructions in preparation of such interviews.
- 7.2.5 The Contract Administrator will meet with the first-ranked consultant's Project Manager in a scoping meeting to review the project and ensure the selected respondent has a complete understanding of the work that is required.
- 7.2.6 Final Agreement Negotiation - The first-ranked respondent will then be asked to provide an updated cost proposal to perform work described at the scoping meeting and as detailed in a draft agreement. The work will be performed according to conditions described in the draft agreement using the payment method described therein.

## 7.3 Evaluation Criteria

Each firm shall submit a written package of qualifications, which shall include the items requested in Section 6. Failure to include any of the required information listed below may disqualify your response. Responses will be evaluated on the following factors:

- 7.3.1 Responsiveness to the instructions, requirements, terms and conditions of this RFP.
- 7.3.2 Project methodology and work plan. Demonstrated understanding of the project scope and tasks to be completed.
- 7.3.3 Project team's qualifications, expertise and overall experience in carrying out the scope of service.
- 7.3.4 Firm's municipal public sector experience conducting similar studies for California cities of similar size and complexity.

7.3.5 Firm's ability to commence work immediately and accomplish the requested services in a timely fashion and within the contracted time.

7.3.6 References

7.3.7 Cost

7.4 Intentionally left blank

7.5 Qualifications

7.5.1 The City reserves the right to proceed with any subsequent procurement contract award to any firm based upon responses to this RFP and exclude those firms that are deemed not qualified.

7.6 Questions

7.6.1 Additional information and/or questions should be directed to Dean Albro, Accounting Supervisor by e-mail at d\_albro@ci.lompoc.ca.us by June 16, 2014. All answers to questions will be sent via e-mail to an interested parties list so that all can review the questions and answers in the same timeframe. All identifying information – name, firm, and e-mail address of the person asking the question will be removed prior to distribution of all responses. Responses will be provided within five (5) business days, or by June 20, 2014.

7.6.2 Contact with the City regarding this RFP shall be coordinated through Dean Albro, Accounting Supervisor. Communications by bidders with other City staff is prohibited during the course of the bid period (May 30, 2014 to (tentatively) August 19, 2014. Additional restrictions on communications during the bid period are outlined in Section 12 on page 16. Communications from the City to bidders will be coordinated by the Accounting Supervisor in conjunction with the City's Purchasing Agent, the Purchasing and Materials Manager.

7.7 Discussions and Right to Reject Responses

7.7.1 The City may award a contract on the basis of qualifications submitted, without discussions, or may negotiate further with those firms within a competitive range. Responses are to be submitted on the most favorable terms the firm can provide. After selection of the successful respondent, the City and that respondent shall negotiate the contract under which the work shall be performed. All items submitted in the respondent's response shall be subject to negotiation.

7.7.2 There can be no assurance negotiations will result in a finalized agreement. The City and the respondent will not be obligated in any way, unless and until a written agreement is entered into and executed by the parties; provided, that the respondents shall comply with the 90-day period their proposals are to be effective.

7.7.3 If negotiations with the first-ranked respondent are not successful, then negotiations may be initiated with the second-ranked respondent. That procedure may be continued with the other ranked respondents in sequence of ranking selected by the City until a mutually satisfactory agreement has been negotiated. The City reserves the right to reject any or all responses and assumes no obligation in the solicitation of this statement of interest and qualifications.

## **8.0 INCURRING COSTS**

8.1 The City is not liable for any costs incurred by firms in responding to this RFP.

## **9.0 DISPOSITION OF RESPONSES AND OWNERSHIP OF DATA**

9.1 Responses submitted in response to this RFP shall become the property of the City and a matter of public record. The firm must identify all copyrighted material, trade secrets or other proprietary information they claim are exempt from disclosure under the Public Records Act (California Code Sections 6250 *et seq.*). In the event such an exemption is claimed, the firm shall state in the response they will defend any action taken against the City to release such exempt material.

9.2 Ownership and title of all plans, reports and documents produced as part of the contract will automatically be vested in the City; provided, that will not apply to copyrighted or proprietary materials.

## **10.0 PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS**

10.1 A copy of the City's standard Professional Services Agreement and related insurance requirements are attached for your information. Please provide a statement showing your present coverage including appropriate professional liability insurance coverage, errors and omissions insurance, and Workers' Compensation insurance coverage. Please also detail any concerns you may have with the City's Professional Services Agreement. The selected consultant will be required to comply with the stated indemnification provision and all applicable insurance requirements.

10.2 A current City of Lompoc Business Tax Certificate (license) is also required prior to the execution of the Services Agreement.

**11.0 SIGNATURES AND DECLARATIONS**

- 11.1 Each response must be signed on behalf of the firm by an officer authorized to bind the respondent.
- 11.2 The City reserves the right to revise this RFP after it has been issued, but prior to the required response date. In the event of a revision an addendum will be sent to all parties known to have received a copy of the original RFP.



## 12.0 REGULATED COMMUNICATIONS

On May 20, 2014, the City Council introduced Ordinance No. 1603(14) amending the Purchasing section of the Lompoc Municipal Code adopted regulations related to certain communications during the City Procurement Process.

The Regulated Communications Ordinance can be found at the following web address: (<http://www1.cityoflompoc.com/councilagenda/2014/140520/140520n07a01.pdf>). The Ordinance generally provides that no bidder shall engage in any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process without disclosing the communications as prescribed in the Ordinance.

Any bidder or elected official who engages in any regulated communication outlined in the Ordinance shall file the written disclosure required by the Ordinance.

Any bidder violating the Ordinance may be disqualified or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

In addition to Ordinance No. 1603(14), from the original issue date through the contracting period, the only authorized City contact will be the Purchasing Agent or the Finance staff contact listed in Section 7.6 above. Interested Proposers or their representatives are not allowed to communicate with other City staff regarding this solicitation. If any Proposer is found to be in violation of this provision, the City reserves the right to reject their proposal.

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Note: The full text of the Purchasing Chapter of the Lompoc Municipal Code may be viewed on the City's website at [bit.ly/1m4UzdM](http://bit.ly/1m4UzdM) or may be obtained at the City Clerk's office. Additional information can be found on the City's Purchasing Division web site at <http://www.cityoflompoc.com/ManagementServices/purchasing/>.

**13.0 REGISTRATION INFORMATION SHEET**

The following registration information sheet should be completed and returned to the City. Completing the sheet will allow the City to communicate with you or your firm regarding this RFP.

**“Registered Bidder Information Sheet”  
Request for Proposals No. 2753  
Comprehensive User Fee Study**

Bid Opening Date: July 14, 2014 at 2:00 P.M.

To stay informed of any changes or modifications to this bid you must:

1. Complete this form. (print or type your information)
2. Fax the completed sheet to (805) 735-7628 or e-mail to [d\\_albro@ci.lompoc.ca.us](mailto:d_albro@ci.lompoc.ca.us).

(Please type or print)

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

\_\_\_\_\_  
CITY, STATE AND ZIP

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
CONTACT E-MAIL ADDRESS

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
WEB PAGE

\_\_\_\_\_  
DATE

In order to be sure that you are listed as an “Registered Bidder” and advised of any changes please complete and fax to this office the “Registered Bidder Information Sheet” today before you prepare and send your bid. Not returning the Registered Bidder Information Sheet may be a reason for disqualification.

## SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made effective as of \_\_\_\_\_, 2014 ("Effective Date"), by and between \_\_\_\_\_ ("Contractor"), and The City of Lompoc, a municipal corporation, ("City"). Contractor and City are referred to herein individually as a "party" and collectively as the "parties."

### RECITALS

WHEREAS, City has need for Consultant Services to develop an updated User Fee Schedule; and

WHEREAS, Contractor engages in the business of providing User Fee Schedule services ("Contractor Services") for California municipalities; and

WHEREAS, City seeks the services of Contractor to assist with updating and expanding the user fee schedule for services the City provides; and

WHEREAS, Contractor and City desire to enter into this Agreement to memorialize their agreements regarding the Contractor Services to be provided to City.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

### ARTICLE 1 ENGAGEMENT

1.1. Engagement: City hereby engages Contractor to provide the Contractor Services described in Article 4 herein, and City hereby accepts such engagement, all on the terms and conditions set forth herein. Contractor will determine the method, detail and means of performing the services detailed below.

### ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Contractor: Contractor hereby represents and warrants to City, at all times during the term of this Agreement, Contractor is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of City: City hereby represents and warrants to Contractor, at all times during the term of this Agreement, City is organized and established pursuant to the laws and ordinances of the State of California.

### ARTICLE 3 CONTRACTOR STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Contractor enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Contractor agrees that it

will not become an employee, partner, agent or principal of City while this Agreement is in effect.

3.2. Payment of Income Taxes: Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to Contractor for services satisfactorily rendered under this Agreement. On request, Contractor will provide City with proof of timely payment. Contractor agrees to indemnify, defend and hold harmless City for any and all claims, costs, losses, fees, penalties, interest, or damages, including court costs and reasonable attorney's fees, resulting from Contractor's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to satisfactorily perform the services required of Contractor by this Agreement. City may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

3.4. Qualifications: Contractor represents it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of City.

3.5. No Benefit Contributions: Contractor shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by City.

#### **ARTICLE 4 GENERAL RESPONSIBILITIES OF CONTRACTOR**

4.1. Minimum Amount of Service: Contractor agrees to devote as much time and attention to the performance of the Contractor Services under this Agreement as may be, in Contractor's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Contractor is responsible under this Agreement.

4.2. Contractor Scope of Services: Contractor agrees to provide services in accordance with Exhibit A ("Contractor Services") attached hereto and incorporated herein by reference; including those additional services requested by City and accepted in writing by the Contractor during the term of this Agreement.

4.3. Documents Incorporated by Reference: RFQ No. ####, and pages \_\_\_ through \_\_\_ of Contractor's response to RFQ No. ####, are attached hereto as Exhibit A and hereby incorporated by reference and made a part of this Agreement as if fully set at this point. Exhibit A is hereinafter considered Contractor Services.

4.4. Nondiscrimination: There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

4.5. Non-Exclusive Relationship: Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

4.6. Time and Place of Performing Work: Contractor may perform the services under this Agreement at any suitable time and location Contractor chooses.

4.7. Materials and Equipment: Contractor will supply all materials and equipment required to perform the services under this Agreement.

4.8. Professional Skill: It is further understood and agreed by and between the parties hereto Contractor is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement, and City, not being skilled in such matters, relies upon the skillful manner in accordance with generally-accepted professional practice and the Contractor agrees to thus perform its work, and the acceptance of its work by City shall not operate as a release of Contractor from said Agreement.

4.9. Workers' Compensation: Contractor agrees to provide workers' compensation insurance for Contractor and Contractor's employees and agents and agrees to defend, hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

4.10. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City, which consent shall not be unreasonably withheld.

## **ARTICLE 5 COMPENSATION OF CONTRACTOR**

5.1. Compensation for Contractor Services: All Contractor Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in Exhibit B, which is incorporated by this reference as though set forth in full; provided, that the parties understand and agree that fee schedule is not an estimate but the complete costs for the Contractor to provide "Contractor Services." Total compensation shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00).

5.2. Payment will be in accordance with City's standard accounts payable process. Term no longer than 45 days after presentation of a valid monthly invoice for disbursement of the payment. Payment to be made by accounts payable check processed and available as part of the weekly disbursement cycle, available each Friday for pickup or mailed delivery.

5.3. The provisions of Article 12 of this Agreement will govern any dispute associated with compensation.

## **ARTICLE 6 OBLIGATIONS OF CITY**

6.1. Cooperation of City: City agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement. To the extent determined in the best public interest, in the sole discretion of City's City Council, City shall be responsible for initially insuring, and continuing to review, local and state laws in City's jurisdiction to assure adequate legal authority for Contractor to engage in the Services described herein on behalf of City.

6.2. Conflict of Interest: No officer, employee, director or agent of CITY shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

6.3. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor, which consent shall not be unreasonably withheld.

## **ARTICLE 7 CITY AUTHORIZATION**

7.1. Authorization: Notwithstanding other provisions of this Agreement, Contractor shall obtain authorization from City prior to performing any of the following:

- (a) The sale, conveyance, transfer, pledge, exchange, assignment, hypothecation, or encumbrance of City's interest in Collections and Receipts of any and all revenues earned by and due to City; and
- (b) All other limitations as stated by the terms of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT**

8.1. Termination: Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of two hundred seventy (270) days after execution of this Agreement by City and Contractor. Contractor shall satisfactorily complete Contractor Services pursuant to this Agreement within that term, unless the term is modified as permitted for modifications of this Agreement.

8.2. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty-days' (30-days') written notice to the other party.

8.3. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.4. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, then the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:



- (a) Contractor's failure to satisfactorily complete the Contractor Services;
- (b) City's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Contractor's material breach of any representation, warranty or agreement contained in this Agreement;

## **ARTICLE 9 PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded data, computer-based hardware, software, applications, software scripts, or software links furnished by City for Contractor's use are the sole property of City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City's employees, products, services, prices, operations, and subsidiaries. Contractor will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Contractor's employees, agents, and subcontractors. On termination of this Agreement, Contractor will return any confidential information in Contractor's possession to City.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Contractor for City's use are the sole property of Contractor. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Contractor's employees, products, services, prices, operations, and subsidiaries. To the extent allowed by the Public Records Act, City will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Contractor's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to City's employees, agents, and subcontractors. On termination of this Agreement, City will return any confidential information in City's possession to Contractor.

## **ARTICLE 10 INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, Contractor will indemnify, defend and hold harmless City and each of its officers, employees and agents from and against any and all losses, damages, liabilities, claims, death, injuries or costs, including court costs and reasonable attorney's fees, (collectively, "Damages") resulting from any act or omission of Contractor or any of its officers, employees, agents or subcontractors related to this Agreement; provided, that the obligation to indemnify and hold harmless is only to the extent Contractor or any of its officers, employees, agents or subcontractors caused the Damages.

## **ARTICLE 11 INSURANCE REQUIREMENTS**

11.1. Insurance: Without limiting Contractor's responsibility to defend, indemnify and hold harmless City and each of its officers, employees and agents, it is agreed Contractor shall

maintain in full force and effect, at all times during the performance of this Agreement, the following policy or policies of insurance covering its operations:

- (a) Comprehensive General Liability, including contractual liability, business automobile liability, broad form property damage, and products and completed operations, all of which shall include coverage for both bodily injury and property damage, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence. Contractor's comprehensive general liability insurance policy shall contain the following clauses:
  - (i) "The City of Lompoc is named as an additional insured as respects to operations of the named insurance performed under contract with the City of Lompoc."
  - (ii) "It is agreed that any insurance maintained by the City of Lompoc shall apply in excess of, and not contribute with insurance provided by this policy."
- (b) Workers' Compensation coverage shall be at statutory limits.
- (c) Errors and Omissions Liability in the amount of one million dollars (\$1,000,000). City need not be named as an additional insured on professional errors and omissions insurance policies.

11.2. All insurance policies required by this section shall not be canceled, limited or non-renewed without first giving 30 days written notice to the City. Additionally, the policy shall specifically contain the following clause:

- (a) "This insurance shall not be canceled until after thirty days written notice has been given to the City of Lompoc."

11.3. Certificates of insurance evidencing the coverage's required by the clauses set forth above shall be filed with City prior to the effective date of this Agreement. This is a condition precedent to the formation of any obligation by City to compensate Contractor under this Agreement.

## **ARTICLE 12 GENERAL PROVISIONS**

12.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California). Venue for any matter related to this Agreement shall be the Superior Court of the County of Santa Barbara.

12.2. Attorney Fees: In the event of any litigation to enforce, or construe the terms of this Contract, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs.

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

12.4. Inconsistency: In the event any provision of this Agreement and the documents incorporated herein by reference are deemed to be in conflict, the provision in this Agreement shall prevail.

12.5. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties. No amendment or modification of the Amendment shall be valid unless evidenced in writing and executed by the parties thereto.

12.6. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

12.7. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Contractor to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to City to:

City of Lompoc  
Attn: Accounting Supervisor  
100 Civic Center Plaza  
P.O. Box 8001  
Lompoc CA 93438-8001

with a copy to:

Aleshire & Wynder, LLP  
Attn: Joseph W. Pannone  
2361 Rosecrans Avenue, Suite 475  
El Segundo, CA 90245-4916

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean

a day other than a Saturday, Sunday Federal Holiday or other day City's city hall is closed to the public.

12.8. Counterparts: This Agreement may be signed in several counterparts.

12.9. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Its \_\_\_\_\_

**CITY OF LOMPOC, a municipal corporation**

By: \_\_\_\_\_

Patrick Wiemiller,  
City Administrator

**EXHIBIT A**

**LIST OF CONTRACTOR SERVICES**

(Immediately behind this page)

**EXHIBIT B**

**COMPENSATION FOR CONTRACTOR SERVICES**

**(Immediately behind this page)**