

# CITY OF SANTA BARBARA



## REQUEST FOR PROPOSALS RFP#3889

### Public Awareness Research for the Creeks Restoration and Water Quality Improvement Division

Issue Date: September 25, 2017

## **REQUEST FOR PROPOSAL**

Notice is hereby given that proposals for **RFP No. 3889** shall be received per the attached terms, conditions and specifications.

**Proposals must be received via email to [Creeks@SantaBarbaraCA.gov](mailto:Creeks@SantaBarbaraCA.gov) by 5:00 P.M., Friday, October 20, 2017.**

A hard copy may also be sent via certified mail (but is not required) to:

City of Santa Barbara Creeks Division  
RFP No. 3889  
620 Laguna Street  
Santa Barbara, CA 93101

Proposals are not public until a recommendation to award is made.

### **FAIR EMPLOYMENT PRACTICE ACT**

Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of age (over 40), ancestry, color, mental or physical disability, sex, gender identity and expression, marital status, medical condition (cancer or genetic characteristics), national origin, race, religious belief, or sexual orientation, discriminate against any person who is qualified and available to perform the work to which such employment relates. The Contractor further agrees to be in compliance with the City of Santa Barbara's Nondiscriminatory Employment Provisions as set forth in Chapter 9 of the Santa Barbara Municipal Code.

### **LIVING WAGE**

Any service purchase order contract issued as a result of this request for bids or quotes may be subject to the City's Living Wage Ordinance No 5384, SBMC 9.128 and its implementing regulations.

### **CERTIFICATE OF INSURANCE**

Contractor must submit to the Purchasing Office within ten (10) calendar days of an order, AND PRIOR TO START OF WORK, certificates of Insurance naming the City of Santa Barbara as Additional Insured in accordance with the attached Insurance Requirements.

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## I. INTRODUCTION

### A. **BACKGROUND AND SCOPE OF WORK**

The mission of the Creeks Restoration and Water Quality Improvement Division is to improve creek and ocean water quality and restore natural creek systems through storm water and urban runoff pollution reduction, creek restoration, and community education programs.

In November 2000, the City of Santa Barbara's voters approved Measure B, an increase in the transient occupancy tax rate from 10% to 12% effective January 2001. All proceeds from the 2% tax increase are restricted to use in the Creeks Restoration and Water Quality Improvement Division (Creeks Division).

The Creeks Division seeks to measure community awareness of water quality issues, sources of and solutions to creek and ocean water pollution, and willingness to change behavior or activities that cause pollution. Results will be used to inform ongoing education and outreach programs, and to update the Creeks Division's Public Education Plan.

Previous public opinion surveys were conducted in 2002, 2008, and 2013. They are all available online at <http://www.santabarbaraca.gov/gov/depts/parksrec/creeks/docs/default.asp>.

### **SCOPE OF WORK**

With assistance from Creeks Division staff and representatives from the City's Creeks Advisory Committee, the successful offeror will:

1. Develop an approach for conducting public awareness research, including goals, strategies, audiences, sample size, methods, and timing.
2. Draft survey instrument and conduct public awareness research, including telephone surveys, focus groups, and/or other chosen methods of public awareness research.
3. Develop draft and final reports, including key findings, aggregate results, and cross tabulation tables.
4. The consultant's response to this RFP should acknowledge current technological and linguistic/demographic challenges with telephone surveys (i.e. many community members primarily speak Spanish, only have cell phones rather than land lines, etc.), and describe strategies or alternative methods to address these challenges.
5. The consultant's response to this RFP should describe techniques to determine which of the Creeks Division's various outreach efforts have proven most successful in raising awareness and behavior change (i.e. television, radio, print, code enforcement, community events, etc.).

6. The consultant's response to this RFP should describe techniques to differentiate awareness and behavior change influenced by outreach programs of the Creeks Division vs. other local water quality programs.
7. The consultant's response to this RFP should identify the number of meetings/presentations anticipated to meet the scope of work, including project meetings with City staff and members of the Creeks Advisory Committee, and presentations of survey results to the Creeks Advisory Committee.

**B. CITY CONTACT**

The City has designated Liz Smith, Creeks Outreach Coordinator, as its Contact for this RFP. Contact information is listed below:

Liz Smith  
City of Santa Barbara  
Creeks Division  
620 Laguna Street  
Santa Barbara, CA 93101

Telephone: (805) 897-2606  
Fax Number: (805) 897-2626  
E-mail: [LSmith@SantaBarbaraCA.gov](mailto:LSmith@SantaBarbaraCA.gov)

Any inquiries or request regarding this procurement should be submitted to the City's Contact in writing. Offerors may contact ONLY the City's Contact regarding this solicitation. Other City employees do not have the authority to respond on behalf of the City and contact with unauthorized City personnel may result in disqualification.

## II. CONDITIONS GOVERNING THE PROCUREMENT

### **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the City of Santa Barbara procurement codes and procedures.

**1. Receiving Time/Late Proposals**

It is the responsibility of offeror to see that their proposal is submitted with sufficient time to be received by the proposal closing time. The time received (via Outlook email) in the Creeks Division office will be the governing time for acceptability of proposals. **Late proposals are not accepted.**

**2. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the procurement in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

**3. Incurring Cost**

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Any cost incurred by the offeror for set up and demonstration or for interviews shall be borne solely by the offeror.

**4. Prime Contractor Responsibility**

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the City. The City will make contract payments only to the prime contractor.

**5. Offeror's Rights To Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the City's Contact.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**6. Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is requested.

**7. Best and Final Offer**

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed.

**8. Living Wage Requirement**

Any service purchase order contract issued as a result of this request for bids or quotes may be subject to the City's Living Wage Ordinance No 5384, SBMC 9.128 and its implementing regulations.

**9. Disclosure of Proposal Contents**

All proposals submitted in response to this RFP will become the property of the City of Santa Barbara and may be a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 et seq.).

All proposals will be treated as confidential documents until the selection process has been completed. Once the selection has been made and the contract approved by the City Council, all proposals will become a public record. Under the California Public Records Act, any information submitted with a response is a public record subject to disclosure unless a specific exemption applies. The City assumes no responsibility for protecting the confidentiality of materials submitted by vendors as part of their proposals. In the event a vendor desires to keep portions of its proposal confidential, the confidential information so claimed must be identified in writing at the time the proposal is submitted. The vendor must clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page.

If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has identified material within the proposal as confidential in accordance with the preceding paragraph, the City will provide the vendor with prompt notice of the request in order to allow the vendor an opportunity to seek a protective order or other appropriate remedy in order to prevent the disclosure of the material identified as confidential. It is the vendor's responsibility to advise the City of the vendor's intent to seek a protective order or to advise the City of the vendor's decision to waive the opportunity to seek a protective order in a timely fashion in order to allow the City an opportunity to comply with any applicable deadlines for disclosure. If a protective order or other remedy is not obtained by the vendor in a timely fashion or the vendor waives the opportunity to seek a protective order, the City may disclose the vendor's entire proposal in accordance with the California Public Records Act or other applicable law.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has not identified any material within the proposal as confidential, the City will treat the entire proposal as a public record subject to disclosure. Ultimately, it is the proposer's obligation and expense to protect information that the vendor claims is confidential.

**10. No Obligation**

The procurement in no manner obligates the CITY to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

**11. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Barbara.

**12. Sufficient Appropriation**

Any contract awarded, for multiple years, as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**13. Governing Law**

This procurement and any Contract with proposer that may result shall be governed by the laws of the State of California.

**14. Oral Changes and Basis for Proposal**

Do not rely upon oral explanations. Changes and addenda will be issued in writing. Only information supplied by the City in writing through the Purchasing Department, the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

**15. Contract Terms and Conditions**

The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in Appendix A, "Contract Terms and Conditions." However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the contract.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Appendix A, that proposer must propose specific alternative language. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

**16. Proposer's Terms and Conditions**

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City.

**17. Right To Waive Minor Irregularities**

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.



**18. Change in Contractor Representatives**

The City reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

**19. Right To Publish**

Throughout the duration of this procurement process and contract term, potential proposers, proposers, and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the contract.

**20. Ownership of Proposals**

All documents submitted in response to the RFP shall become the property of the City of Santa Barbara and are subject to public records request.

**21. Contract Award**

Proposal will be evaluated by Committee comprised of City staff and may include outside consultants. The Evaluation Committee will make an award recommendation.

This contract shall be awarded to the proposer or proposers whose proposal received the most points. Proposers will be notified when the award is being made.

**22. Records and Audits**

The CONTRACTOR shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Contract, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Contract and shall be subject to inspection by CITY. The CITY shall have the right to audit any billings or examine any records maintained pursuant to this Contract both before and after payment. Payment under this Contract shall not foreclose the right of CITY to recover excessive and/or illegal payments.

**23. Enforcement of Contract/Waiver**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. **NUMBER OF RESPONSES**

Proposers may submit multiple proposals, if desired. The City is not recommending or suggesting that proposers submit multiple proposals. The City is merely stating an available option. If a proposer chooses to submit multiple proposals, each must be entirely separate from the others. The Evaluation Committee will not collate, merge, or otherwise manipulate the proposer's proposals.

#### B. **NUMBER OF COPIES**

Proposers shall provide one (1) copy of their proposal via email to [Creeks@SantaBarbaraCA.gov](mailto:Creeks@SantaBarbaraCA.gov) on or before the closing date and time for receipt of proposals.

#### C. **PROPOSAL FORMAT**

Proposals must be sent via email and submitted as a single PDF document.

##### 1. **Letter of Transmittal**

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization;
- f. Acknowledge receipt of any and all amendments to this RFP.

##### 2. **Qualifications**

Provide a brief summary of your firm's history, its capabilities, and its recent experience (last five years). Also, describe your firm's demonstrated experience with similar projects and qualification including professional licenses and certifications.

##### 3. **Key Personnel**

Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in personnel prior to award.

##### 4. **References**

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the company/agency, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion dates.

**5. Project Work Plan**

Describe your understanding of the project and approach. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

The City may require oral presentations.

#### IV. PROJECT DESCRIPTION/SPECIFICATIONS

The City of Santa Barbara Creeks Division is seeking professional services for the preparation and implementation of a public awareness study related to creek and ocean water quality. This study is a follow-up to telephone surveys conducted in 2002, 2008, and 2013. The purpose of the study is to measure effectiveness of media campaigns and public outreach/education programs. The study will measure changes in public awareness of creek and ocean water quality issues including key pollutants, the role of storm drains, and specific behaviors to reduce storm water pollution.

An important goal of the study is to assess which media formats have been effective in conveying water quality improvement messages to the public. Another goal is to assess support, awareness, and participation in Creeks Division programs and restoration efforts. Results will assist in measuring changes in awareness and behavior since the inception of the Creeks Division outreach program, and will help direct future outreach priorities.

The proposals provided by each consultant or consultant team will be used to evaluate interested and qualified consultants or firms that have experience in conducting the type of public opinion research called for in the Scope of Work. Specifically, the proposal must include the following:

1. A narrative description of the firm's approach to implementation of the tasks outlined in the scope of work.
2. General qualifications of the firm in conducting studies as described above.
3. Knowledge and experience with water quality, natural resources in urbanized areas, and watershed issues.
4. Project resume with three (3) to five (5) project examples that illustrate experience with similar projects. Include at least two (2) projects undertaken for a public agency, references for the project examples, and a sample of written materials.
5. Name of the lead project manager for the project. Specific qualifications of key staff that would be involved in preparation of the research and report.
6. Project timeline and ability of firm to complete the project within one hundred twenty (120) days of receiving notice to proceed.
7. Budget with personnel, hours per task, and hourly rates. Methods for charging for services provided.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of the proposals. Only finalist proposers will receive points for an oral presentation and demonstration.

<u>Specifications:</u>	<u>Maximum Points:</u>
Related Experience	30
References	10
Project Work Plan	35
Project Management Team	15
Cost	10
<b>TOTAL</b>	<b>100</b>

### B. EVALUATION FACTORS

A maximum of 100 points may be awarded based upon the quality and thoroughness of the offeror's response to each evaluation factor as follows.

**Related Experience:** Up to 30 points may be awarded based on evaluation of the offeror's experience, including all subcontractors. Evaluation will be based on documented experience on similar projects.

**References:** A maximum of 10 points for references will be awarded upon an evaluation of offeror's work for previous clients receiving similar products and services to those proposed by the offeror for this project.

**Project Work Plans:** Up to 35 points may be awarded based on the quality and thoroughness of offeror's project work plan.

**Project Management Team:** Up to 15 points may be awarded for relevant experience of key personnel based upon the resumes and experience narratives submitted.

**Cost:** The evaluation of each offeror's cost proposal will be compared to the competing proposals.

### C. EVALUATION PROCESS:

1. All proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The City may contact the proposer for clarification of their proposal.
3. The City may use other sources of information to perform the evaluation.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible proposers with the highest scores may be selected as finalist based upon their initial proposals or the City may proceed with the proposer receiving the best score. Finalist who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from oral presentations and product demonstrations will be added to the previously assigned points to attain final scores. The responsible proposer whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A – SAMPLE CONTRACT**

ATTACHMENT A

SANTA BARBARA CITY AGREEMENT NO. \_\_\_\_\_

SANTA BARBARA CITY AGREEMENT NO. \_\_\_\_\_

With

Name of Consultant/Firm for Project Name

This Contract is entered into on \_\_\_\_\_ by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the "City,"

and,

**SAMPLE**

Name of Consultant/Firm, a California Corporation, referred to herein as the "Contractor,"

WITNESSETH:

**WHEREAS**, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor **AGREE**:

1. SCOPE OF CONTRACTOR SERVICES

a. Contractor agrees to [[[SAMPLE LANGUAGE provide construction management services to the City for the construction of a 574-space parking structure located in the City's Lot No. 6 Parking Lot]]] as described in **more detail in** the attached scope of services (Exhibit A) dated XXXXXXXXXXXXXXXX.

**[Optional paragraph]**

2. COMPENSATION

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$XXXXXXXX without the express written approval of City Council of the City of Santa Barbara. The basic contract is for \$XXXXXXXX and the total that may be claimed for Extra Services under Section



3 of this Contract shall not exceed **\$XXXXXXXX**. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by the Department Head, Name of Department Head, ("Department Head").

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

### 3. EXTRA SERVICES OF CONTRACTOR

Prior to performing any services other than those described in Exhibit A ("Extra Services"), Contractor shall submit a written request for Extra Services and obtain the written approval of the Department Head or his/her designee. The request for Extra Services shall at minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the proposed Extra Services, and a not-to-exceed amount for performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately

### 4. TIME OF BEGINNING AND COMPLETION

Services shall begin upon full execution of this Contract by the City, and delivery of a fully executed copy of the Contract to the Contractor. Contractor shall adhere to schedules and deadlines agreed to by City and Contractor shown in Exhibit A. Contractor's failure to complete the above services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this Contract. Contractor shall review the remaining work and schedule of performance at least monthly and shall confirm that completion may be expected

within the schedule approved, or in the alternative, give immediate notice when it shall first appear that the approved schedule will not be sufficient, together with an explanation for any projected delays in the schedule. No extension of time to complete any portion of the services called for in the Contract shall be allowed except upon the express, written approval of the Department Head. Contractor shall request, in writing, a time extension for approval by City, promptly upon the occurrence of any action causing delay in Contractor's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for a time extension.

#### 5. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Contractor pursuant to this Contract shall become the property of City upon full and complete compensation to Contractor for services performed herein. Contractor will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Contractor may retain copies of said documents for Contractor's file.

#### 6. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet or transfer any right, privilege or interest in this Contract, or any part thereof, without prior written consent of City. Contractor shall not substitute personnel designated in the proposal of Contractor without the written consent of City.

#### 7. OFFICIAL NOTICES

Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this Contract. A party may change mailing address for all purposes under this Contract, by written notice.

#### 8. DEFENSE, INDEMNITY AND HOLD HARMLESS

a. Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney fees) and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement other than as such work relates to Professional Liability Insurance.

b. With respect to Professional Liability Insurance, Contractor shall investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or due to the acts, errors or omissions of Contractor.

## 9. INSURANCE REQUIREMENTS

As part of the consideration of this Agreement, Consultant agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### I. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- C. **Workers' Compensation**: In accordance with the provisions of the California Labor Code, Consultant is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance of this agreement.
- D. **Professional Liability**: Professional Liability (Errors and Omission) Insurance appropriate to the Consultant's profession, with limit no less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all services rendered by the Consultant pursuant to this Agreement.

If the Consultant maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## **OTHER INSURANCE PROVISIONS**

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

### **A. *Additional Insured Status***

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. Additional Insured coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

### **B. *Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

### **C. *Notice of Cancellation***

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

### **D. *Primary Coverage***

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

### **E. *Waiver of Subrogation***

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to

obtain any endorsement that may be necessary to affect this waiver of subrogation. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

## **II. ACCEPTABILITY OF INSURERS**

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

## **III. CLAIMS MADE POLICIES**

If the required Professional Liability (Errors and Omissions) policy provides coverage on a claims-made basis:

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

## **IV. COVERAGE LIMITS SPECIFICATIONS**

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternately, City may purchase such required insurance coverage, and without

further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

#### **V. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

#### **VI. EVIDENCE OF COVERAGE**

Consultant must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Consultant's insurer or its agent and submitted to the City prior to execution of this Agreement by the City.

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### **10. TERMINATION**

This Contract may be terminated with or without cause by either party at any time by giving the other no less than thirty (30) days notice in writing. In the event of such termination, Contractor shall deliver all programs, drawings, surveys, drafts, plans, work in progress and other documents related to the project to the City within five (5) days of the notice of termination. In the event of such termination, Contractor shall be compensated for such services as are performed and work product delivered to the City up to the point of termination.

#### **11. RIGHT TO PERFORM SIMILAR SERVICES**

Nothing in this Contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other

agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Contract.

## 12. CONFLICT OF INTERESTS

Contractor warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Contractor further agrees that during the term of this Contract, Contractor will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

## 13. ADMINISTRATION OF EMPLOYMENT

Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

## 14. BUSINESS TAX CERTIFICATE

Prior to the execution of the Contract, Contractor shall obtain a business tax certificate from the City at Contractor's expense. Contractor shall maintain a business tax certificate as required by the City Finance Director during the term of this Contract.

## 15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

## 16. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid,

illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

#### 17. NON-DISCRIMINATION ORDINANCE

Contractor shall perform all work pursuant to this Contract in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit B), prohibiting unlawful discrimination in employment practices, and shall be bound by the terms of such ordinance.

#### 18. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

a. Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

b. Current Living Wage Certificates on forms supplied by the City shall be completed by Contractor, submitted to City prior to execution of this Contract by City, and attached as Exhibit C. Contractor shall require any and all subcontractors and all tiers of such subcontractors to provide Living Wage Certificates as required by Santa Barbara Municipal Code Chapter 9.128.

#### 19. NONAPPROPRIATIONS OF FUNDS

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then City will notify Contractor of such occurrence and City may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, City shall have no obligation to make payments with regard to the remainder of the term.



IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

CITY OF SANTA BARBARA  
A Municipal Corporation

Name of Consultant/Firm

\_\_\_\_\_  
Name of Department Head  
Title

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Sarah Gorman, City Clerk Services  
Manager

\_\_\_\_\_  
Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Manager's Name  
Title

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Telephone Number

APPROVED AS TO FORM:  
Ariel Pierre Calonne  
City Attorney

By \_\_\_\_\_

Business Tax Compliance:  
Certificate No. \_\_\_\_\_

By \_\_\_\_\_

Approved as to Insurance:

\_\_\_\_\_  
Mark Howard  
Risk Manager

## APPENDIX B – NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

### Santa Barbara Municipal Code § 9.126.020

#### A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

#### B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.
5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible". The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:
  - a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

- b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
  - c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
  - d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.
8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.
9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:
- a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
  - b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

**APPENDIX C - LIVING WAGE CERTIFICATION**

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE CITY OF  
SANTA BARBARA**

**Official notification to:** \_\_\_\_\_  
Name of Company PO/Contract No.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip

The service contract that is pending between your company and the City of Santa Barbara is subject to the City of Santa Barbara Living Wage Ordinance, SBMC Chapter 9.128 (hereinafter referred to as “the Ordinance”). Fax the compliance statement to: the City of Santa Barbara Purchasing Division at (805) 897-1977.

**Current living wage rates will apply to all subsequent contracts and contract renewals exercised during the remainder of the current fiscal year ending June 30, 2017**

The Ordinance requires that employees working for your firm on this contract be notified that the City of Santa Barbara Living Wage Ordinance applies to them. As part of compliance for this contract, you are required to notify affected employees that:

**Effective from July 1, 2016, through June 30, 2017, the current rate for minimum compensation to employees is:**

- 1. \$17.25 per hour if no qualifying benefits are provided.**
- 2. \$14.78 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.**
- 3. \$13.55 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits as shown in Section 2.C below.**

**(All capitalized terms used herein are used as defined in the Ordinance, SBMC Chapter 9.128)**

**Note:** the City may request any or all payrolls records, time cards, and other associated documentation to demonstrate compliance. Any such request will be made to your firm in writing and the records must be provided within fourteen calendar days. The City may also conduct on-site audits to verify compliance. These audits may include, but are not limited to, employee interviews.

Direct questions regarding this Ordinance to General Services Manager, City of Santa Barbara Finance Department, P.O. Box 1990, Santa Barbara, CA 93102.

1. THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE:

- Exemption for Handicapped Individuals and Apprentices.** For the purposes of this form, an employee shall not include a “handicapped employee” employed pursuant to a special license issued under Sections 1191 and 1191.5 of the state Labor Code or an “apprentice” or “learner” employed pursuant to a special license issued under Section 1192 of the state Labor Code.
- Exemption for Student Interns.** For the purposes of this form, an employee shall also not include a student intern which shall be defined as a person receiving educational or school credit at a duly licensed and accredited school or educational institution as part of or in connection with his or her employment or service with the City Service Contractor.
- Public Entity.**
- Non-profit exemption.**
- Workers are part of a bona fide collective bargaining agreement.**
- Persons employed are defined as executive or professional as used in the federal Fair Labors Standards Act of 1938 (29 USC Section 201 et. seq.).**
- Including this agreement, the amount awarded by the City to your firm through one or more agreements is less than eighteen thousand & four hundred & seventy-nine dollars (\$18,479) when calculated on a City fiscal year basis (July to June)**
- Services are incidental. Explain:** \_\_\_\_\_

---

*\* Complete the certification portion on page 3.*

2. THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE:

- A.  Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$17.25 per hour without benefits.  
*\* Complete items #3, #4, & #5 on page 3 and sign the certification portion on page 4.*
- B.  Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$14.78 per hour with benefits the below benefits.

- i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
- ii. Basic Medical Insurance Coverage for the Employee at no cost.

*\* Complete items #3, #4, & #5 on page 3 and sign the certification portion on page 4.*

C.  Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage City of Santa Barbara Living Wage requirement of \$13.55 per hour with all of the following benefits:

- i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
- ii. Basic Medical Insurance Coverage for the Employee at no cost.
- iii. Basic Medical Insurance Coverage for the Employee’s spouse, domestic partner or family.
- iv. One additional Supplemental Benefit as defined in the Ordinance.

Pension or deferred compensation retirement plan.

Childcare or dependent care.

Equivalent of ten (10) eight hour days of compensated leave over and above the compensated leave in item 1.

Other: \_\_\_\_\_

*\* Complete items #3, #4, & #5 on page 3 and sign the certification portion on page 4.*

3. Will any subcontractors perform work on this contract?  Yes  No

If yes, please indicate company(s) on an additional page.

4. Will you post employee notification form in an area accessible to employees working on City of Santa Barbara contracts?  Yes  No

5. You may be required to provide certified payroll records, time cards, and other records any time during the contract period to demonstrate compliance. These payroll records must include the following information for each employee working on this contract: employee name, job classification, employer benefit contribution, and hourly pay under this contract.

Do you agree to provide this information within 14 calendar days when requested?  Yes  No

The City may also perform on site payroll audits that may include, but are not limited to, employee interviews.

6. To qualify for a lower wage tier, you must offer insurance at no cost to your employees and match one of the following plans in terms of co-pays/out-of-pocket expenses.

**Aetna HMO:** No deductible, \$150 co-pay for emergency room visits, no charge for preventative care, \$25 co-pay for office visits to Primary Care Physicians/\$35 co-pay to Specialists; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary

**Kaiser HMO:** No deductible, \$50 co-pay for emergency room visits, no charge for preventative care, \$15 co-pay for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & non-formulary is not covered

**Aetna Open Access Managed Care PPO:** Deductibles: \$500/individual \$1,000/family, \$100 co-pay + 20% coinsurance for emergency room visits, no charge for preventative care, \$25 co-pay for office visits; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 for non-formulary

**Aetna Health Reimbursement PPO:** Deductibles: \$2,000/individual \$4,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & \$35 for non-formulary

**Aetna Health Savings Account PPO:** Deductibles: \$2,500/employee only coverage, \$5,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$15 co-pay for generics; \$25 co-pay for brand, & \$40 for non-formulary after combined medical/RX plan deductible

**The signatory below hereby certifies, under penalty of perjury, that the forgoing information is correct:**

\_\_\_\_\_

Contact Name

\_\_\_\_\_

Phone number

\_\_\_\_\_

Fax number

\_\_\_\_\_

Email Address

\_\_\_\_\_

Name and Title (Please print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**You may fax the compliance statement to: City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.**



# CITY OF SANTA BARBARA Living Wage Benefits Statement

July 1, 2016 through June 30, 2017

TO BE COMPLETED **WITHIN 45-DAYS** AFTER COMPLETING SERVICES TO THE CITY  
OF SANTA BARBARA UNDER A PO OR CONTRACT

Official notification to: \_\_\_\_\_  
Name of Company PO/Contract No.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip

## RATE PAID:

- \$17.25 per hour if no qualifying benefits are provided.
- \$14.78 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.
- \$13.55 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits are provided such as family medical care, dental, etc.
- Exempt

1. Did the Living Wage requirements cause you to bid higher prices? ?  Yes  No

2. If yes, how much? \$ \_\_\_\_\_

3. How many employees worked under this PO? \_\_\_\_\_

4. How many were Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_

5. How many employees benefited from the Living Wage requirements: \_\_\_\_\_

6. What was the aggregate (total) amount the employees benefited: \$ \_\_\_\_\_

7. Comments:

---

# **LIVING WAGE NOTICE**

The company you are working for has a contract or contracts with the City of Santa Barbara that is subject to the Living Wage requirements.

**Effective from July 1, 2013, through June 30, 2014, the current rate for minimum compensation to employees is:**

- 1. If benefits are not provided to an Employee, a wage of no less than \$16.39 per hour.**
- 2. If Basic Medical Insurance and Compensated Holidays are provided to the Employee, a wage of no less than \$14.05 per hour.**
- 3. If Supplemental Employee Benefits are provided to the Employee, a wage of no less than \$12.88 per hour.**

**(All capitalized terms used herein are used as defined in the Ordinance, SBMC Chapter 9.128)**

If you believe that there has been a violation of any provision of these regulations or the City's Living Wage Ordinance, please report such acts to the City along with any pertinent records that will assist the City in its investigation. The City will investigate the claim of violation and determine whether a violation of the Living Wage Ordinance is apparent or not.

Upon receipt of notice of a possible violation, the City shall notify the Service Contractor of the complaint and shall seek a mutually acceptable resolution within twenty (20) days from receipt of the complaint form. If resolution is not accomplished, the City shall make a determination regarding the alleged violation and advise the Employee of how he or she may pursue their right to a legal action to determine whether a violation has occurred or not.

If the City determines that no violation of the City's Living Wage Ordinance is apparent, the City Finance Director shall issue a written notice of its determination to both you and the Service Contractor. However, the making of such a determination shall not preclude you from initiating legal action seeking a legal determination that a violation of SBMC Chapter 9.128 has occurred.

Service Contractors shall not discharge, reduce the compensation of, or otherwise discriminate against or retaliate against you for making a complaint to the City, participating in any of its proceedings, using any civil remedy to enforce his or her rights, or otherwise asserting his or her rights under these regulations or SBMC Chapter 9.128.

If you feel that you are being retaliated against (such as termination, reduction in wages or benefits or adverse changes in working conditions) for alleging contractor non-compliance with these regulations, you may report the alleged retaliation in the same manner as the initial complaint.

**APPENDIX D - NON-COLLUSION DECLARATION**

This declaration is submitted with a proposal (**City Bid No. 3889**) to the City of Santa Barbara. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Santa Barbara, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
- c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
- d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Santa Barbara (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

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

---

(Date and Place) Signature

---

Name of Bidder



**CITY OF SANTA BARBARA  
ADDENDUM NO. 1  
RFP NO. 3889**

10/4/2017

**This addendum must be signed and returned with your RFP. Failure to return the signed RFP addendum may result in the rejection of your RFP.**

Notice is hereby given that the documents for **RFP No. 3889 Public Awareness Research for the Creeks Restoration and Water Quality Improvement Division** is amended as hereinafter set forth:

**Q:** Regarding the Living Wage criteria: All of our company’s employees make well over living wage levels. But I prefer to use my preferred call center for this project to maintain continuity, and I do not believe that most of the phone interviewers there earn wages that meet the city’s criteria. Is this an issue or does the Living Wage requirement apply only to our employees?

**A:** If there are people in the call center that are just instructed to work on the City project with their hours tracked, they would be subject to Living Wage. If there is no way to track their hours and it is incidental, they would not.

**Q:** We would request a waiver from the Professional Liability insurance requirement. This has come up on occasion with other public sector clients and has not proven to be a problem. Is there anything about this we should mention in our proposal?

**A:** After discussion with the City’s Risk Management Office, we have decided to retain the Liability insurance requirement, but to decrease the amount required from \$2,000,000 to \$1,000,000. Selected consultant will be required to purchase insurance within 10 days of being awarded the contract.

All other terms and conditions shall remain unchanged.

Liz Smith  
Creeks Outreach Coordinator

Proposers Acknowledgment:

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized