

# CITY OF SANTA BARBARA



## REQUEST FOR PROPOSALS RFP# 5349

### Fourth of July and December Parade of Lights Fireworks

Issue Date: September 4, 2014

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### Fourth of July and December Parade of Lights Fireworks

#### RFP No. 5349

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**I. INTRODUCTION**

**A. BACKGROUND AND SCOPE OF WORK**

The City of Santa Barbara provides a fireworks event, free to the public, each July 4. The City also provides a shorter fireworks event at the conclusion of the annual holiday boat parade, known as the Parade of Lights, which takes place on a Sunday in December. The fireworks events are held on West Beach at the waterfront in Santa Barbara. CITY's minimum requirements for the fireworks event are stated in Exhibit "A".

**B. PROCUREMENT CONTACT**

The CITY has designated Scott Riedman, Waterfront Director, as the Purchasing Contact for this RFP. Contact information is listed below:

Scott Riedman, Waterfront Director  
Waterfront Department  
132-A Harbor Way  
Santa Barbara, CA 93109  
Telephone: (805) 897-1969  
Fax Number: (805) 560-7580  
E-mail: [Sriedman@SantaBarbaraCA.gov](mailto:Sriedman@SantaBarbaraCA.gov)

All deliveries via express carrier should be addressed as follows:

Name: Purchasing Office  
Title: RFP # 5349 – Fourth of July and December Parade of Lights Fireworks  
City Name: City of Santa Barbara  
Address: 310 E. Ortega, Santa Barbara, CA 93101

Any inquiries or request regarding this procurement should be submitted to Purchasing Contact in writing. Proposers may contact ONLY the Purchasing 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**

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

**A. SEQUENCE OF EVENTS**

The schedule subject to change and the Procurement Contract will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	City	9/4/2014
4.	Submission of Proposal	Proposers	9/24/2014
5.	Proposal Evaluation	Evaluation Committee	9/30/2014
6.	Selection of Finalists	Evaluation Committee	10/6/2014
7.	Best and Final Proposals from Finalists (optional)	Proposers	10/16/2014
8.	Finalize Contract	City Department Director	10/23/2014
9.	Contract Award	City Council	11/18/2014
10.	Protest Deadline	Proposers	11/18/2014

**B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

**1. Issue of RFP**

The date that the RFP is available to the public.

**2. Submission of Proposals**

ALL PROPOSOR PROPOSALS MUST BE RECEIVED FOR AT THE PURCHASING OFFICE NO LATER THAN 3:00 P.M. PACIFIC STANDARD TIME ON **Wednesday, September 24, 2014**. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Contact at the address listed in Section I, Paragraph C. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # 5349; Titled: Fourth of July and December Parade of Lights Fireworks. ***Proposals submitted by facsimile will not be accepted.***

A public log will be kept of the names of all organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing proposers prior to contract award.

**3. Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by City management. The evaluation process will take place between **Tuesday, September 30, 2014**, and **Monday, October 6, 2014**. During this time, the Procurement Contact may, at his or her option, initiate discussion with proposers who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the proposers.

**4. Selection of Finalists**

The Evaluation Committee will select and the Procurement Contact will notify the finalist proposers on **Monday, October 6, 2014**. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

**5. Best and Final Proposals from Finalists**

Finalist proposers may be asked to submit revisions to their proposals for the purpose of obtaining best and final Proposals by **Thursday, October 16, 2014**. Best and final Proposals may be clarified and amended at the finalist proposer's request.

**6. Finalize Contract**

The contract will be finalized with the proposer offering the most advantageous proposal by **Thursday, September 23, 2014**. In the event that mutually agreeable terms cannot be reached within the time specified, the CITY reserves the right to finalize a contract with the proposer offering the next most advantageous offer without undertaking a new procurement process.

**7. Contract Award**

This contract shall be awarded to the proposer whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. Proposers will be notified when the award recommendation goes to Council for approval.

After review of the Evaluation Committee Report, the CITY may negotiate the final terms, achieve City Council approval, and execute the contract.

**8. Protest Deadline**

All parties wishing to file a protest shall comply with the procedures set forth below.

Any protest must be submitted in writing to General Services Manager, City of Santa Barbara, P.O. Box 1990, Santa Barbara, CA 93102-1990 before 5 p.m. of the 5th business day following notice of award to another firm.

The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address, facsimile number and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The City Council of the City of Santa Barbara will issue a decision on the protest. If the City Council determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

The procedure and time limits set forth in this paragraph are mandatory and are the Proposor's sole and exclusive remedy in the event of a protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

**Protests received after the deadline will not be accepted.**

**C. GENERAL REQUIREMENTS**

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

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

Proposers 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.

**2. Incurring Cost**

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

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

**3. 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.

**4. Subcontractors**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

**5. Amended Proposals**

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The CITY personnel will not merge, collage, or assemble proposal materials.

**6. Proposor's Rights to Withdraw Proposal**

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

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

**7. 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.

**8. Living Wage Requirement**

The service contract issued as a result of this request for proposals may be subject to the CITY's Living Wage Ordinance No 5384, SBMC Chapter 9.128 and its implementing regulations.

**9. Public Records Requests**

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. By submitting a proposal, proposer accepts that the City of Santa Barbara may need to disclose all or part of your proposal and any subsequent Contract, or parts thereof, in response to requests under the California Public Records Act.

Any portion of the proposal that proposer considers confidential or proprietary information, or to contain trade secrets of proposer must be clearly marked confidential. This marking must be explicit as to the designation of the information and does not guarantee the non-release of the information under the California Public Records Act, or as otherwise required by law. Bidder shall defend any action seeking release of materials it believes is a trade secret or proprietary at its sole expense, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials.

**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 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. Errors and Restrictive Specifications**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately notify the Purchasing Contact at 805-897-1969 without disclosing the source of the request, the CITY may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.



If prior to the submission date, an Proposor knows of or should have known of an error in the RFP but fails to notify the Purchasing Contact of the error, the Proposor shall submit their proposal at their own risk and if awarded a contract, shall not be entitled to additional compensation or time by reason of error or its later correction.

A Proposor, who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessary precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must include recommended language and the reason for proposing the change. **The Purchasing Contact must receive any requests in writing no later than 5 working days before the submission deadline.**

**14. Legal Review**

The CITY requires that all proposers agree to be bound by the General Requirements contained in this RFP. Any proposer concerns must be promptly brought to the attention of the General Services Manager.

**15. Governing Law**

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

**16. Basis for Proposal**

Only information supplied by the CITY in writing through the Procurement Contact or in this RFP should be used as the basis for the preparation of proposer proposals.

**17. 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, provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful proposer's 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 will result in disqualification of the proposer's proposal.

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

**18. Proposor'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.

**19. Contract Deviations**

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the CITY and the selected proposer and shall not be deemed an opportunity to amend the proposer's proposal.

**20. Proposor Qualifications**

The Evaluation committee may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any proposer who is not a responsible proposer or fails to submit a responsive offer.

**21. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves 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 Evaluation Committee.

**22. 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.

**23. CITY Rights**

The CITY reserves the right to accept all or a portion of a proposer's proposal including the right to purchase software or services from approved price agreements.

**24. 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's proposal or termination of the contract.

**25. Ownership of Proposals**

All documents submitted in response to the RFP shall be available to be picked up by the proposers after the expiration of the protest period with the following exception. One complete copy of the selected proposer's proposal including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the City of Santa Barbara.

**26. 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.

**27. 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 five (5) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

#### **C. INFORMATION**

##### **1. CITY Resources**

CITY, at its own expense, agrees to provide:

- a. A suitable display site in which to stage the fireworks display, including a firing and fallout zone reasonably acceptable to Proposer in which the fireworks and firework debris may be exhibited, rise and fall safely.
- b. Adequate roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by Proposer into the Display Area.
- c. The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinance or regulations.
- d. Access by Proposer, at all times, to the display site to set up the display. If City fails to fully comply with requirements a., b., c., and/or d. set forth above after being advised of and such deficiency by Proposer and being given a reasonable opportunity to cure the deficiency, Proposer shall have no obligation to perform and City agrees to pay Proposer the entire contract price plus any additional expenses incurred because of said failure.

##### **2. Spectator Area and Parking Area**

If, in its sole discretion, the City designates an area for members of the public to view the display ("Spectator Area") and/or an area for vehicular parking ("Parking Area"), the City shall:

- a. Ensure that the Spectator Area does not infringe on the display area;
- b. Have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including, but no limited to grandstands and bleachers are safe for use by spectators;
- c. Have sole responsibility for ensuring that the Parking Area is safe for use;
- d. Have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Proposer (including its operators and helpers), shall not be responsible for

inspecting, policing, monitoring or otherwise supervising any area of the site other than the display area, except to ensure that any Spectator Area or Parking Area is outside the display area and, after completion of the Display, that the display area, and any Spectator Area or Parking Area are clear of any live firework debris originating from the program.

**3. Work Performance**

For the purpose of preparing proposals, Proposers are to assume that all on-site work will be performed the following location:

West Beach  
Cabrillo Boulevard, between State and Castillo  
Santa Barbara, CA

**4. Term of Contract**

The term of the contract begins when all signatures are completed or January 1, 2015, whichever occurs later, and ends on December 31, 2015. Four one-year extensions to this contract may be made solely at the City's discretion.

**5. Timeframe**

The Fireworks events are scheduled to take place on Saturday, July 4, 2015 and Sunday, December 13, 2015.

**D. MANDATORY BUSINESS SPECIFICATIONS**

**1. Project Work Plan**

The proposer's proposal must include a detailed work plan, including a proposed work plan outlining the minimum requirements for the fireworks events as described in Exhibit "A".

**2. References**

Proposer's proposals must include three (3) external client references from clients who received similar services. The minimum information that must be provided for each reference is:

- a. Name of individual or company services where provided
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Scope of Work and type of services provided and dates services were provided

**3. Manufacturer's Warranty & Maintenance Agreements**

Proposers must include a copy of the manufacturer's warranty and maintenance agreements in their proposals. The CITY expects credit for malfunctioning fireworks. Proposor should state how credits would be applied.

**4. Cost**

Proposers must propose one fixed price for the design, installation, etc. of the fireworks events, and then an escalation cap not to exceed xx% (Proposer to make a proposal for the escalation cap percentage) for each subsequent year which the City, at its own discretion, may extend the contract.

Proposers may include a proposal for retention or reimbursement for time lulls (specifying a minimum time) or duds.

**5. Safety Record**

Proposer must provide their OSHA workplace reports for the past three years. In addition, Proposer must also provide a synopsis of their safety program and training of employees to ensure safety.

**IV. 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 proposer proposals. Only finalist proposers will receive points for an oral presentation and demonstration.

<u>Specifications:</u>	<u>Maximum Points:</u>
Municipal Experience	75
References	75
Project Work Plan	200
Safety Record	350
Cost	300
<b>TOTAL</b>	<b>1,000</b>

**B. EVALUATION FACTORS**

A maximum of 1,000 points may be awarded based upon the quality and thoroughness of the proposer's response to each evaluation factor as follows.

**Municipal Experience:** Up to 75 points may be awarded based on evaluation of the proposer's experience including all subcontractors. Evaluation will be based on documented experience on similar projects.

**References:** A maximum of 75 points for references will be awarded upon an evaluation of proposer's work for previous clients receiving similar products and services to those proposed by the proposer for this project.

**Project Work Plans:** Up to 200 points may be awarded based on the quality and thoroughness of proposer's project work plan.

**Safety Record:** Up to 350 points may be awarded for best safety record and practices as defined in Section III.D.5. above.

**Cost:** The evaluation of each proposer's cost proposal will be conducted using the following formula (cost will include the initial term and all renewal options):

$$\frac{\text{Lowest Responsive Offer Grand Total Cost}}{\text{This Proposor's Grand Total Cost}} \times 300 = \text{Points Award}$$

**C. EVALUATION PROCESS:**

1. All proposer 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 the response as specified in Section II, Paragraph B, Subparagraph 6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C, Subparagraph 20.
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 will be selected as finalist proposers based upon the proposals submitted. Finalist proposers who are asked or who choose to submit revised proposals for the purpose of obtaining best and final Proposers will have their points recalculated accordingly. Points awarded from oral presentations and product demonstrations may be added to the previously assigned points to attain final scores. The responsible proposer whose proposal is most advantageous to the CITY, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the City Council as specified in Section II, Paragraph B, Subparagraph 11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**EXHIBIT A  
CITY OF SANTA BARBARA  
FIREWORKS EVENT MINIMUM REQUIREMENTS**

**4<sup>th</sup> of July**

This program shall be approximately 20 minutes in duration and must consist of the following:

**Main Body – Aerial Shells**

<u>Description</u>	<u>Quantity</u>
○ 3" Shells	255
○ 4" Shells	178
○ 5" Shells	167
○ 6" Shells	80

**Total of Main Body – Aerial Shells 680**

**Pyrotechnic Devices**

<u>Description</u>	<u>Quantity</u>
○ Custom Multi-shot Device	700 Shots
○ Custom Multi-shot Device	1986 Shots

**Total of Pyrotechnic Devices 2,686**

**Low-Level Pyrotechnic Devices**

<u>Description</u>	<u>Quantity</u>
○ 40 mm Exhibition Candle	48 Shots

**Total of Low-Level Pyrotechnic Devices 48 Shots**

**Grand Finale – Aerial Shells**

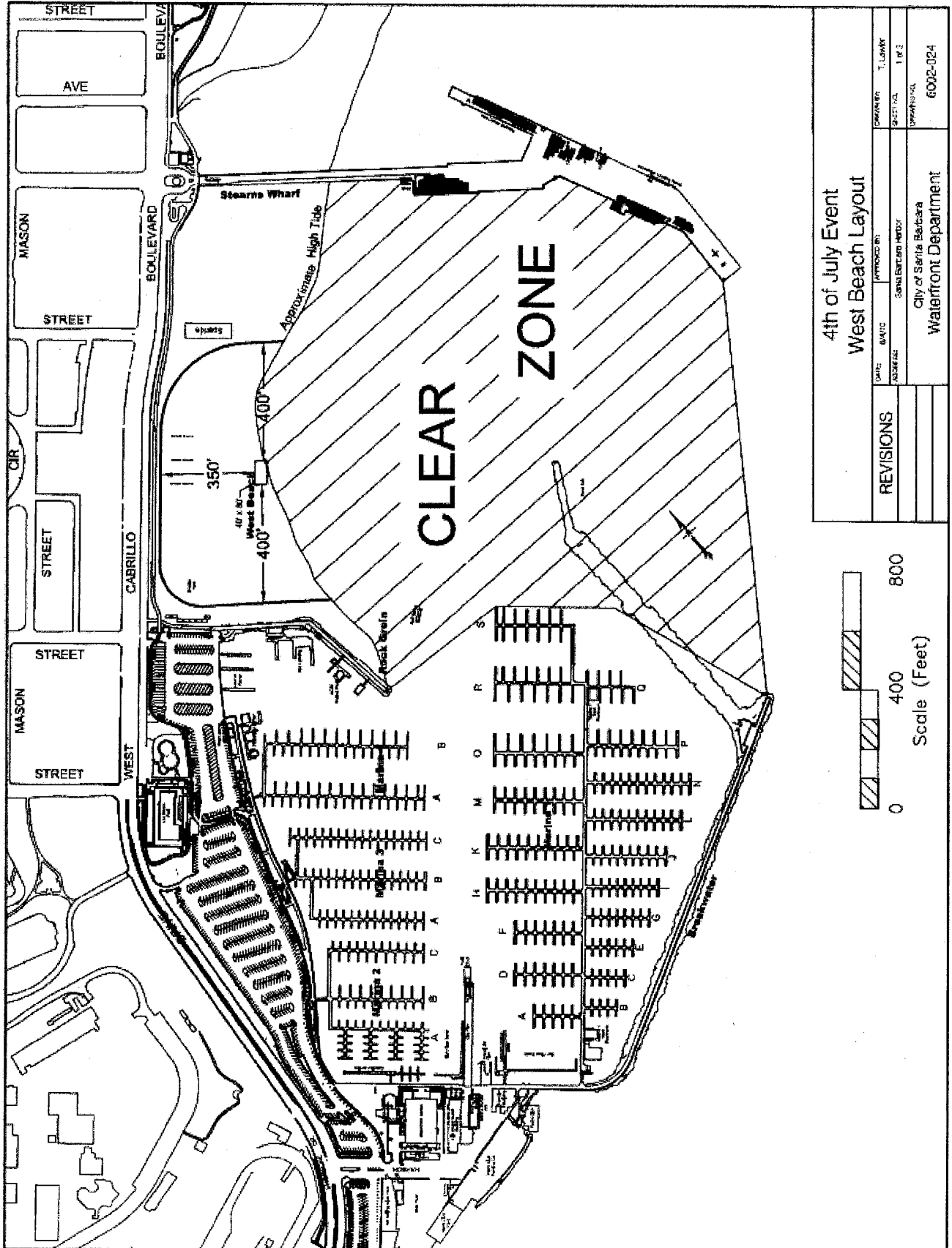
<u>Description</u>	<u>Quantity</u>
○ 3" Finale Shells	130
○ 4" Finale Shells	100

**Total of Grand Finale – Aerial Shells 230**





EXHIBIT B - SITE PLAN



**APPENDIX A – CONTRACT TERMS AND CONDITIONS**

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,

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 **provide fireworks for the Fourth of July and December Parade of Lights** as described in more detail in the attached scope of services (Exhibit A) dated XXXXXXXXXXXXXXXX.

**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 insufficiency of 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

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.

## 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.

### 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 project specific limits of no less than Five Million Dollars (\$5,000,000) 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 Vendor 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, Vendor 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 Vendor's staff while performing any work incidental to the performance of this agreement.

If the Vendor 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

Vendor. 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:

1) 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 Vendor 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 Vendor. Additional Insured coverage shall be provided in the form of an endorsement to the Vendor'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.

2) Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor 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.

3) 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.

4) Primary Coverage

For any claims related to this contract, the Vendor'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 Vendor's insurance and shall not contribute with it.

5) Waiver of Subrogation

Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Vendor 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 Vendor, its employees, agents and subcontractors.

## 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.

## 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 Vendor may be held responsible for payment of damages resulting from Vendor'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, Vendor 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 Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Vendor, City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

## 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 Vendor 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 Vendor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

## EVIDENCE OF COVERAGE

Vendor 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 Vendor's insurer or its agent and submitted to the City prior to execution of this Agreement by the City.

Vendor 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 Vendor'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.



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

\_\_\_\_\_  
Gwen Peirce, CMC  
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**  
**CONTRACTOR'S 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**

**PROPOSAL COST RESPONSE FORM**

Proposor's Organization Name:

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**SUMMARY OF PROPOSED RATES AND SERVICES**

Develop a table of deliverables. Payment should be tied to milestones and deliverables.

## APPENDIX D - LIVING NOTICE AND CERTIFICATION

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"). Pursuant to this ordinance, you are hereby notified that your company is required to demonstrate compliance by **completing and returning the attached compliance statement. This statement must be completed and returned before contract commencement.** You may fax the compliance statement to: either the requesting department or to the City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.

**Please Note: Current living wage rates will apply to all subsequent contracts and amendments during the remainder of the fiscal year ending June 30, 2016.**

The City of Santa Barbara Living Wage Ordinance was adopted on April 4, 2006 (Ordinance number 5384). All capitalized terms used herein are used as defined in the Ordinance. The Ordinance requires that persons directly working on City of Santa Barbara contracts, for services specified in the ordinance, are to be paid a living wage while working on the City of Santa Barbara contract. The Ordinance only applies to those persons directly providing services to the City and does not apply to administrative or support staff employees of a Service Contract, such as administrators, payroll, personnel, or similar employees. The Ordinance also does not apply to employees who are Handicapped, Apprentices, Learners, or Student Interns, who are otherwise part of an employer's training program as those terms are defined in the Ordinance. The Ordinance also states that employees have the right to expressly negotiate and agree to wage and benefit levels different than those required by the Ordinance.

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.

**Effective from July 1, 2014, through June 30, 2015, the current rate for minimum compensation to employees is:**

- 1. If benefits are not provided to an Employee, a wage of no less than \$16.70 per hour.**
- 2. If Basic Medical Insurance (no cost) and Compensated Holidays are provided to the Employee, a wage of no less than \$14.32 per hour.**
- 3. If Supplemental Employee Benefits are provided to the Employee, a wage of no less than \$13.12 per hour.**

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

Also be advised that the City may request any or all certified payrolls associated with this contract, however, any such request will be made to your firm in writing and provide fourteen calendar days to respond. 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. \* Complete A, B, C or D below.

- A. The Living Wage Ordinance does not apply to this contract because:**
  - 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 seventeen thousand & eight hundred & ninety-five dollars (\$17,895) when calculated on a City fiscal year basis (July to June)**
  - Services are incidental. Explain:** \_\_\_\_\_

---

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

- B. Employees working on City of Santa Barbara contracts receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$16.70 per hour without benefits.**

*\* Complete items #2, #3, #4, #5 and the certification portion on page 3.*

- C. Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$14.32 per hour with 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.

*\* Complete items #2, #3, #4, #5, #6 and the certification portion on page 3.*

**D.** Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$13.12 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 #2, #3, #4, #5, #6 and the certification portion on page 3.*

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

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

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

4. 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.

5. a) Please provide the total affect that the Living Wage requirements had on your bid price (i.e., no cost affect, increase bid price by \$..., etc.)?

\_\_\_\_\_

b) How many employees benefited from the living wage requirement? \_\_\_\_\_

c) How much did the above employees benefit in aggregate during the contract:  
\$ \_\_\_\_\_

6. The City has several insurance plans. 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, \$100 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, \$35 co-pay for emergency room visits, no charge for preventative care, \$10 co-pay for office visits; Prescriptions: \$5 co-pay for generics; \$15 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

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

\_\_\_\_\_  
Purchase Order or Bid Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address City, State, Zip

\_\_\_\_\_  
Contact Name Phone number Fax number

\_\_\_\_\_  
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.**



## LIVING WAGE NOTICE

You are responsible for notifying your employees through distributing this notice to your employees assigned to the City of Santa Barbara's accounts and/or posting this notice in common area(s) such as break rooms. 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, 2014, through June 30, 2015, the current rate for minimum compensation to employees is:**

- 1. If benefits are not provided to an Employee, a wage of no less than \$16.70 per hour.**
- 2. If Basic Employee Medical Insurance and Compensated Time Off are provided to the Employee, a wage of no less than \$14.32 per hour.**
- 3. If, in addition to Basic Employee Medical and Compensated Time Off, Family Medical Coverage and a Supplemental Employee Benefit are provided to the Employee, a wage of no less than \$13.12 per hour.**

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. Employee Grievance Forms for reporting perceived violations are available from the Purchasing Department, at 310 E. Ortega St. or call 805-564-5349 to request a form.

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 there has been no violation of the City's Living Wage Ordinance, 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 your rights, or otherwise asserting your 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 E - NON-COLLUSION DECLARATION**

This declaration is submitted with a proposal (**City RFP No. 5349**) to the City of Santa Barbara where 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, organization, 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), to effectuate a collusive or sham bid, and have not paid, and will not pay, any person or entity for such purpose.

I represent that I have full power to execute this declaration and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Date and Place)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Print Name