CITY OF POMONA

REQUEST FOR PROPOSAL

PAVEMENT MANAGEMENT PROGRAM (PMP)

CONSULTING SERVICES

RFP No: 1034.16.14-15

Type of RFP: ☒ Professional Service

Proposal Submittals: Responses to the Request for Proposal (RFP) are to be submitted to:

- Mail Delivery
  City of Pomona
  Purchasing Division
  P.O. Box 660
  Pomona, CA 91769

- Hand Delivery, FedEx, UPS, other
  City of Pomona
  Purchasing Division
  505 S. Garey Avenue
  Pomona, CA 91766

SCHEDULE OF EVENTS:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post RFP</td>
<td>3/19/15</td>
</tr>
<tr>
<td>Questions Due</td>
<td>3/25/15 by 5:00 P.M.</td>
</tr>
<tr>
<td>Post Addendum (if needed)</td>
<td>3/26/15</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>4/2/15 by 4:00 P.M.</td>
</tr>
</tbody>
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(The City reserves the right to change schedule of events without prior notice or responsibility to Bidders.)

Website address: www.ci.pomona.ca.us
Follow the path of – Business; Current Bids and RFBs; Non-Construction Bids
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1. INTRODUCTION

The City of Pomona is seeking a qualified consultant firm with experience in developing a Pavement Management Survey that can be utilized to provide for a sustainable Pavement Management Program (PMP). The City of Pomona must have a current an updated PMP as required by Metro, Caltrans, and the (FHWA) Federal Highway Administration in order to qualify for funding for various programs.

Project Background

The pavement network within the City of Pomona has 404.51 miles (1,052 lane miles) of paved surfaces, comprised of 221.19 miles (452.12 lane miles) of residential streets, 88.76 miles (369.91 lane miles) of principal arterial streets, 54.09 miles (181.22 lane miles) of arterial streets, 18.11 miles (48.56 lane miles) of collector streets and 22.36 miles (39.46 lane miles) of alleys (not included in PMP report). This equates to 70 million square feet of pavement.

The last update to the Pavement Management Program (PMP) was completed in 2013 where the City of Pomona’s network overall average Pavement Condition Index (PCI) was identified as 63.6 (i.e., the average of all arterials, collectors and residential streets). Furthermore, the arterial network had an average (PCI) Pavement condition Index of 67.7, and the residential network had an average PCI of 63.6.

Objective

The City of Pomona will utilize the PMP to implement a plan, formulate a budget, and manage the maintenance, rehabilitation and replacement of the cities extensive roadway system.

2. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be submitted in a sealed package, clearly marked with “Pavement Management Program (PMP) Consulting Services, RFP No: 1034.16.14-15”. Any proposals received after the due date and time specified in this RFP will not be accepted. Submittals must include:

A. Technical Proposal (Envelope One [1]) – In an envelope separate from the Cost Proposal, submit one (1) clearly identified, binder clipped original, and three (3), clearly identified, stapled copies of the Technical Proposal. Do not utilize spiral or comb binding, folders, three-ring binders, etc..

B. Cost Proposal (Envelope Two [2]) – In an envelope separate from the Technical Proposal, submit one (1) binder clipped, original of the Cost Proposal.

C. One (1) CD or flash drive containing PDF documents the Technical and Cost Proposal.

Proposals submitted by telephone, e-mail, or faxed will be rejected. Rejected proposals will not be returned and will be destroyed by the City 30 days after opening. In the event that only one response is received, the City reserves the right to cancel the RFP, return the unopened response to the Vendor, and re-advertise.
Proposals must be received in the Purchasing Division Office in accordance with the published “Schedule of Events” and delivered to the following location:

U.S. Mail: City of Pomona
Purchasing Division
P.O. Box 660
Pomona, CA 91769

Hand delivery, FedEx, UPS, other: City of Pomona
Purchasing Division
505 South Garey Ave.
Pomona, CA 91766

Proposals will not be publicly opened. The names of all firms that have submitted a response will be posted on the City’s website within 1-2 days after opening the proposal responses. The City’s website address is http://www.ci.pomona.ca.us. To locate to all posted documentation click on “Business”, “Current Bids and RFP’s”, “Non-Construction Bids”.

⚠️ Please note: No other letters or correspondence will be sent.

3. **INQUIRIES**

Bidders must carefully examine this RFP and any addenda that may be posted on the City’s website prior to submission of their Proposal. Bidders must seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing prior to submission of their Proposal. If an answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all vendors via the City’s website; no other contact shall be made by the City to vendors regarding addenda to the RFP.

⚠️ It shall be the vendor’s sole responsibility to check the City’s website to determine if any addenda have been posted prior to the Proposal due date.

All questions must be referred to Keri Hinojos, Purchasing Manager at (909) 620-2039, via e-mail to keri_hinojos@ci.pomona.ca.us, or by fax at (909) 620-3711.

⚠️ Please note that per Section 2-975(2) of the Pomona City Code, any unauthorized contact by the bidder during the bid or proposal process with an official or city employee, other than those shown on the RFP or bid, the Finance Director, or Purchasing Manager, shall cause the bidder to be immediately disqualified from participating in the bidding process.

4. **SCOPE OF SERVICES**

The purpose of this RFP is to enter into an annual contract with a consultant firm to update and maintain the current Pavement Management Program. The Consultant will provide the City of Pomona with a yearly comprehensive report and documentation that will be submitted to the Los Angeles County Metropolitan Transportation Authority (METRO). Additionally, the consultant will generate reports as requested to further evaluate a specific group or area for planning future pavement rehabilitation projects. All tasks in this RFP shall be completed in each year of the contract. The Consultant will have 10 weeks to complete the work from the date of the Notice To Proceed.
Task 1. Kickoff and Progress Meetings

The Consultant shall manage the project and coordinate the work with the City representative, the City Project Manager, and sub-consultants. The Consultant shall contact the City Project Manager on a regular basis so the Project Manager is kept current with the status of the project.

The Consultant shall hold a kickoff meeting with the City representatives to review the project and establish action plans for completing the PMP. Additional meetings shall be held when the program is 65% and 100% complete.

Task 2. Survey and Populate PMP Database

The City currently has a MicroPaver database that was last updated approximately one year ago. Based on the Consultants survey, this task shall include updates to the City’s existing database, as necessary, so that City staff will be able to continually update the database, generate reports, and prepare maps in the future. The Consultant shall provide confirmation that the total length of street centerline millage is consistent in both the GIS and the PMP database. Any new streets accepted by the City or those that exist but have been left out of the previous database shall be entered into the new database.

Deliverables by Consultant:

- Pavement Condition Program Report signed and sealed by a registered engineer.
- Update and provide the current MicroPaver system database to be compatible with the City’s GIS system, as required.
- Provide one (1) electronic version of the PMP report in Microsoft Excel format for import into the City’s GIS system.
- Provide draft reports with maps.
- Development of a comprehensive final report with tables and figures to summarize the condition of the current street system, and recommended needs. The Report shall contain all collected pavement data, pavement condition, recommended maintenance activities, and estimated costs for current and future years. The Report must be signed by a registered engineer.
- Generate reports on an as-needed basis on a specific group, or area with needed treatment maps and estimate costs.

Information provided by the City:

- Appropriate maps, required digital files, and historical information.
Task 3. Condition Surveys and Pavement Condition Index (PCI) Calculations

The following is a general outline of Condition Surveys and PCI requirements to be provided by the Consultant. Proposing firms should also identify any required items that they believe may be excessive or unnecessary, and the cost of these items should be separately noted in their proposals.

- The City will be split into four (4) quadrants (see Exhibit 1). Each year the Consultant will survey two (2) quadrants of city arterials, and one quadrant of local streets.

- The Consultant will provide an update to the current Citywide PMP each year. The yearly update will encompass 50% of the City’s arterials, and 25% of the City’s local streets.

A condition survey shall be performed for the street network as indicated in Figure A:

![Figure A](image)

<table>
<thead>
<tr>
<th>Year</th>
<th>Arterials Quadrant</th>
<th>Collectors/Residential Quadrant</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td>1,2</td>
<td>1</td>
</tr>
<tr>
<td>2015-2016</td>
<td>3,4</td>
<td>2</td>
</tr>
<tr>
<td>2016-2017</td>
<td>1,2</td>
<td>3</td>
</tr>
</tbody>
</table>

The street network is composed of:

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Centerline miles</th>
<th>No. of Sections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arterials</td>
<td>142.85</td>
<td>1713</td>
</tr>
<tr>
<td>Collectors</td>
<td>18.11</td>
<td>261</td>
</tr>
<tr>
<td>Residential</td>
<td>221.19</td>
<td>3155</td>
</tr>
<tr>
<td>Other</td>
<td>22.36</td>
<td>338</td>
</tr>
</tbody>
</table>

The surveys will be performed in accordance with ASTM D6433, and shall include walking surveys. The distress data shall be entered into the PMP database, and the PCI calculated.

In developing the PMP, the Consultant shall not modify or change the street segments without prior written approval from the City. If the Consultant identifies a segment that needs to be modified, they shall bring it to the attention of the City, and request permission to make the change. Consultant shall perform segment modifications only as noted herein, and the City shall have final approval on any segment modification.
Task 4. Maintenance and Rehabilitation (M&R), History, and Decision Tree

A list of all maintenance and repair work completed within the past four (4) years will be provided by the City, and the Consultant shall enter that information into the database. The Consultant shall obtain recent construction cost information from the City for recent projects that include similar work.

The Consultant shall identify the type of maintenance, rehabilitation, or replacement treatments required for each street segment, and the estimated cost of performing alternative treatments. Current unit cost for the various types of maintenance and repair work shall be calculated, and added to the database.

The Consultant shall meet with City staff to establish treatment types for use in the M&R decision tree.

A list of street-network needs shall be generated and updated within the MicroPaver program, and included in the final report for the project.

Task 5. Budgetary Analysis and Reports

In this task, the Consultant will perform budget scenarios to develop a cost effective maintenance program. A draft PMP report shall be prepared and submitted to the City for review. The Consultant shall provide an engineering discussion with the priority listings in the report, as well as several sets of priorities and benefit/cost analyses listing scenarios for determining the order and timing of projects.

The Consultant will develop a Draft PMP for the City to review that must include the following:

- Purpose statement for PMP to establish goals and objectives.
- Assessment of the current and projected pavement condition (condition analysis and prediction modeling).
- Determine various budget scenarios for maintenance and repair. The City shall provide dollar amounts of funding sources for the various scenarios at the kick-off meeting.

In the various scenarios, the Consultant will utilize Surface Transposition Program-Local (STPL) and Measure R funds solely for the maintenance of local streets; while funding sources from Gas Tax, Prop A, Prop C, and special grants will be used for the maintenance of collectors and arterials. The City will provide a map that will illustrate the paving history of the City of Pomona.

Included in the scenarios, the Consultant must provide the following:

- Scenario 1 – Provide maps and reports for recommended rehabilitation methods of local streets for:
  (1) Zones 1 and 6
(2) Zones 2 and 3
(3) Zones 4 and 5

- Scenario 2 – Produce maps and reports for recommended rehabilitation methods of arterials and collectors for:
  (1) Zones 1 and 6
  (2) Zones 2 and 3
  (3) Zones 4 and 5

- Scenario 3 – Produce maps and reports for recommended rehabilitation methods of arterials, collectors and local streets for:
  (1) Zones 1 and 6
  (2) Zones 2 and 3
  (3) Zones 4 and 5

- Scenario 4 - Same as scenario 1, with alternate funding amounts.
- Scenario 5 - Same as scenario 2, with alternate funding amounts.
- Scenario 6 - Same as scenario 3, with alternate funding amounts.
- Scenario 7 - Same as scenario 1, with alternate funding amounts.
- Scenario 8 - Same as scenario 2, with alternate funding amounts.
- Scenario 9 - Same as scenario 3, with alternate funding amounts.

**Task 6. GIS Linkage and Mapping**

The Consultant will provide exhibit maps of streets depicting various ranges of overall condition-index using the criteria based on MicroPaver data. These maps must also be provided in the back of each final report.

The Consultant will ensure that the PMP database is linked to the City’s GIS, so that maps and exhibits can be prepared for use in developing a work plan. The City will provide a street centerline shape file for this purpose.

**Task 7. Final Report**

The Consultant will prepare a final report that shall include the Consultant’s methodology findings, recommendations, and legible colored map exhibits presented in a single comprehensive document.

A total of three (3) copies of the final report will be submitted to the City for review. Upon approval of the report, the Consultant shall provide (8) bound copies of the final report.

The Consultant will deliver an updated final report containing all relevant background information within five (5) months after a Notice to Proceed has been issued, which must include, but not limited to:
• Summary outlining completed project;
• Methodologies utilized for field survey and budget analysis;
• Work history of completed street maintenance and rehabilitation;
• Current PCI;
• Condition distribution by functional road classification;
• Projected annual road maintenance repair and rehabilitation programs for all streets over a five-year, or greater, period based on scenarios 1 through 9 (see Task 5 for various funding options);
• Analysis that allows City to measure impact of cost on deferred maintenance;
• GIS map exhibits and program scenarios as required;
• Present and future PCI rating and a five-year work program.

Task 8. Support Services - Planning Specific Future Pavement Rehabilitation Projects

Upon request by the City, the Consultant must generate and provide additional reports of alternative scenarios on a specific group or area identifying needed treatment. Reports shall include cost estimates of the work. The specific group or area data will correspond to the data on the original map. The Consultant shall propose on this work as follows:

Following is a sample format of alternative scenarios:

• Scenario 10 – Produce maps and reports for recommended rehabilitation methods of local streets.
  (1) Group or area to be determined.
  (2) Funding amount to be determined.

• Scenario 11 – Produce maps and reports for recommended rehabilitation methods of local streets.
  (1) Group or area to be determined.
  (2) Funding amount to be determined.

• Scenario 12 – Produce maps and reports for recommended rehabilitation methods of arterials and collectors.
  (1) Group or area to be determined.
  (2) Funding amount to be determined.

• Scenario 13 – Produce maps and reports for recommended rehabilitation methods of arterials and collectors.
  (1) Group or area to be determined.
  (2) Funding amount to be determined.
**Task 9. Training and Technical Support (Optional)**

The Consultant shall provide: 1) One (1) day of training on the current PMP software and GIS linkage at the City; 2) Up to 40 hours of technical support for one year upon completion of the project.

**Task 10. Presentation to the City Council (Optional)**

The Consultant shall prepare and make a Powerpoint presentation to the City Council based on the results of the analysis.

5. **CONTRACT PERIOD**

The agreement for services shall be for a period of three (3) years, commencing from the date of Council award. The contract will have two (2), one-year extension options for a maximum contract term of five (5) years. The work is to start on the same date each year and be completed in ten (10) weeks.

6. **CONTRACT EXTENSION**

In the event that the City exercises its option to extend the Contract, the City shall provide written notice to the Contractor no later than thirty (30) days before the end of the initial term. The City’s decision to exercise its option will be based upon Contractor’s past performance being satisfactory to the City of Pomona. Contractor’s performance will be formally reviewed on an annual basis.

7. **CONTRACT TERMINATION**

Termination for Convenience: Either the CITY or the CONSULTANT/CONTRACTOR may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT/CONTRACTOR shall be paid only the total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

Termination for Cause: If for any reason, CONSULTANT/CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT/CONTRACTOR shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT/CONTRACTOR. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT/CONTRACTOR will be paid a total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.
8. REQUIRED PROPOSAL FORMAT

In order to maintain uniformity with all proposals submitted, the Consultant’s proposal must include the following minimum information. Proposal content, completeness, clarity and conciseness are required.

Technical Proposal – The Technical Proposal must include all of the following in the order listed:

A. Table of Contents – Include a clear identification of the material by section and by page number.

B. Cover letter – Letter that serves as an executive summary of the proposal limited to no more than two (2) pages. The letter should include the firm’s understanding of the services to be performed. In addition, state why the firm believes it to be the best qualified to perform the services requested. Also, state the Management contact (Name and title of the representative authorized to sign an agreement for the firm) and Project Manager (Name and title of the person responsible for day-to-day management of the project).

C. Statement of qualifications of firm.

D. Experience – Include: 1) Detailed description of similar projects successfully completed by the firm in the past five years; 2) Relevant experience illustrating the firm’s capabilities, which must include description of work performed at other public agencies, specifically managed by the proposed designated Project Manager for this City of Pomona Project; 3) Include a list of clients for which your firm has established computerized pavement management programs. 4) Include project start and completion dates. Cite specific projects of a similar nature to the project described herein; 5) Include the name, telephone number, and email address of a contact person for each client who can verify the information provided; and 6) Listing of current projects and percent complete.

E. Resume of the Project Manager that will be assigned to work as the “lead person” on this project and who will be the City’s liaison. This individual must be a licensed civil engineer. Include a detailed description of the assigned Project Manager’s experience in pavement analysis and identify specific projects.

F. Firm personnel experience – Include: 1) Listing of team personnel who will actually be assigned to perform substantial amounts of the work on this project; and 2) Provide a resume and experience record for each person, including years of experience, education and anticipated amount of time each will actually work on this project, and location of each person.

G. Sub-consultant personnel experience – Include: 1) Names and addresses of any outside consultants, associates and contractors proposed to be involved with this project; and 2) Include each proposed sub-consultant’s experience and qualifications as described above for firm’s personnel.
H. Project Approach – Include: 1) Detailed description of how the firm proposes to approach this project; 2) Include sufficient discussion of proposed methodologies, techniques, and procedures for each work item; 3) Provide a breakdown and description of tasks assigned per project team member; and 4) Provide suggestions for any additional services which may enhance the value of this study or affect the overall economy and effectiveness of the project.

I. Project Schedule – Include: 1) A proposed schedule and method of assuring that the time schedule is met in accordance with federal requirements for completing annual surveys, and include the completion of the key tasks in each phase; 2) Identify the name and title of who will be responsible for managing the time schedule and assuring schedule compliance; and 4) Provide a detailed resource allocation for each individual task indicating man-hours associated with each individual job classification.

J. Required Forms - In addition to submitting a Technical Proposal and Cost Proposal, the following forms included in the Required Forms section of this RFP must be completed and signed by a company principal or officer. Proposals submitted without all Required Forms may be considered non-responsive:
   • Acknowledgement and Signature of Authorization
   • Minority Business Questionnaire
   • Statement of Non-Collusion by Contractor
   • Agreement for Indemnification and Acknowledgment of Procurement Practices

Cost Proposal (Envelope Two [2]) – In an envelope separate from the Technical Proposal, submit one (1) original of the Cost Proposal. The Cost Proposal shall provide all costs for which compensation is expected. The Proposal needs to reflect all fees by task, position, rate and hours, as well as miscellaneous billable costs. Proposed fee structure must be clearly itemized, broken down and totaled by billable costs. The intent is to determine the total cost of the initial three (3) year contract term, plus the two extension options.

9. SELECTION CRITERIA

Proposal must be complete and accurately follow the Required Proposal Format outlined in the RFP, and will be evaluated on the following:

1) Qualifications, background, and prior experience of the firm in performing services for similar projects.
2) Experience, organization, and technical skills to successfully accomplish the project’s scope of services and objectives.
3) Overall project approach, design and methodology.
4) The responsiveness of the RFP to the tasks to be performed as identified in the “Scope of Services” section.
5) The timeliness and speed with which the consultant can complete the Scope of Work.
6) The comprehensiveness and rationale of the project work plan.
7) Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.
8) Cost proposal.
10. AWARD CRITERIA

**General Provision** – The award of contracts shall be at the sole discretion of the City. It is the intent to make an award to one firm for all items although the City reserves the right to make multiple awards depending on the needs and best interests of the City. The City may accept or reject any or all proposals in whole or in parts and may waive informalities in the process. The contents of the proposal from the selected firm will become the basis for a contractual obligation when the award is made.

**Professional Services** – Award will be made to the most qualified consultant that is determined to be the most advantageous to the City.

**Selection Process** – The award will be in accordance with the provisions of the Pomona City Code, based on staff recommendations. The finalists may be invited to conduct a presentation and/or oral interview in order to further evaluate the Firm’s capability to perform the required services.

11. RESERVATION OF RIGHTS

The CITY reserves the right to:

- Reject any and all proposals at its discretion;
- Cancel the entire RFP;
- Waive any minor errors or informalities in any proposals, to the extent permitted by law;
- Conduct oral interviews;
- Issue an amended RFP to ensure compatibility of the Proposal for comparison.

12. TERMS AND CONDITIONS

a) **Addendum to the RFP** – If it becomes necessary to revise any part the RFP, an addendum will be posted on the City’s website (see the “INQUIRIES” section for further details). If an answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all vendors via the City’s website; no other contact shall be made by the City to vendors regarding addenda to the RFP. All addenda issued during the time of bidding will be incorporated into the resulting contract.

b) **Applicable Laws** – The laws of the State of California will govern the contract. The applicable law for any legal dispute arising out of the contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning this type of commodity/service. All system provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.

c) **Appropriation of Funds** – If the term of this agreement extends into fiscal years subsequent to that in which it was approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the City of Pomona City Council. If funds to effect such continued payment are not appropriated, the Bidder agrees to terminate any goods or service supplied to the City under this agreement.
d) **Assignment** – The Bidder shall, under no circumstances, assign any contract issued as a result of this bid by any means whatsoever, or any part thereof to another party without express written permission of the City of Pomona.

e) **Award of Contract** – A contract may be awarded as a result of this RFP and may require approval by the City of Pomona City Council as prescribed by City Ordinances and Codes. All awarded contracts must be issued a City of Pomona Purchase Order prior to delivering goods or performing services. If the awarded vendor imposes additional terms or conditions after the award of a contract, the award may be rescinded and the Contract will be canceled.

f) **Bidder's Cost to Develop a Response** – Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City of Pomona.

g) **Conflict of Interest** – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Pomona may not accept gratuities, entertainment, meals of anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible proposer and preventing him from bidding as provided in Sections 2-974 and 2-975 of the City Code of the City of Pomona.

h) **Default of Vendor** – The City of Pomona shall hold the vendor responsible for any damage, which may be sustained because of the failure or neglect of the vendor to comply with any term or condition, listed herein.


j) **Independent Contractor Status** – It is expressly understood that the Bidder named in any contract entered into by the City is acting as an “independent contractor” and not as an agent or employee of the City of Pomona.

k) **Late Submission of RFP** – Any bids received after the due date and time specified in this RFP will not be accepted. The City will not return late submittals. Late submittals will be destroyed by the City 30 days after bid opening.

l) **News Releases** – The Bidder shall not make news releases pertaining to an award resulting from bids made in response to the RFB without the prior written approval of the City of Pomona Finance Director. In addition, the successful Bidder must agree not to release any advertising copy mentioning the City of Pomona or quoting the opinion of any City employee without written approval by the City of Pomona Finance Director.

m) **Permits and Licenses** – The Bidder shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business including a Pomona Business License when required.
n) **Public Information** – After the date specified for the opening of the RFP, all materials received relative to general service bids become public information and are available for inspection. Professional service bids become public upon award of contract. The City reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

o) **Rejection of Bids** – This RFP does not commit the City of Pomona to award any contract. The City reserves the right, at its sole discretion, to reject any or all RFPs without penalty, to waive irregularities in any RFP response or in the RFP procedures, and to be the final judge in determining a responsive and responsible bid.

⚠️ The City reserves the right, at its sole discretion, to reject any or all RFPs that contain items not specified, items that are incorrect, that does not complete all the items scheduled, or does not respond to items published specifications or scope of services. RFPs received by telephone or facsimile will be considered non-responsive and will be rejected. RFPs offering less than 90 days for acceptance from the published closing date may be considered non-responsive and may be rejected.

p) **Signatures** – Bid responses must be signed in longhand by the Bidder with his/her usual signature in the designated areas within the bid documents. Submission of bids must be signed by any and all representatives legally authorized to contractually bind the Corporation.

q) **Unauthorized Use of City Seal or Logo** – Section 2-5(3)a of the Pomona City Code prohibits the use of the City’s Seal or Logo, or any reproduction thereof, for any purpose other than for official business of the city, its council, officers or departments.

r) **Withdrawal of RFP** – RFP responses received by the Purchasing Division may be withdrawn. An authorized representative of the Bidder must submit a signed, written request to the Purchasing Manager, formally requesting their bid to be withdrawn from the bid process.

13. **DEFINITIONS**

In accordance with Section 2-961 of the Pomona City Code, the following words, terms and phrases have the meanings ascribed to as follows:

**Most qualified bidder.** The "most qualified bidder" will be determined by consideration of the following factors:

(1) Qualifications, background, and prior experience of the firm in performing services for similar projects.

(2) Experience, organization, and technical skills to successfully accomplish the project’s scope of services and objectives.

(3) Overall project design and methodology.

(4) The responsiveness of the RFP to the tasks to be performed as identified in the “Scope of Services” section.

(5) The timeliness and speed with which the consultant can complete the scope of work.
(6) The comprehensiveness and rationale of the project work plan.

(7) Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.

(8) An evaluation of the approach and related costs.

*Nonresponsive bidder* means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in the invitation for bids.

*Nonresponsible bidder* is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in the bid.

*Professional services* means those services provided by an individual, firm, partnership, or corporation as an independent Consultant and which are of a technical and/or unique nature which require persons who are exceptionally qualified by education or experience to perform administrative, technical or advisory services which do not involve the delivery of a specific end product other than reports, plans, documents or specifications. By way of illustration but not limitation, the following services are considered as professional: general management consulting, personnel consulting, architecture, accounting, land surveying, landscape architecture, law, medicine, engineering, research, studies of government operations and procedures and training. Services exempt from this definition include various types of testing services, real estate appraisers, equipment repair specialists, janitorial services and security service.

*Responsible bidder* means a bidder who submits a responsive bid and who is not only financially responsible, but also possesses the resources, judgment, skill, ability, capacity and integrity requisite and necessary to perform the contract according to its terms.

*Responsive bid* means a proposal, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in the invitation for bids.
14. SAMPLE AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

THIS AGREEMENT (hereinafter referred to as AGREEMENT) is entered into by and between the CITY OF POMONA, hereinafter referred to as the “CITY,” and __________, a ___________ Corporation, hereinafter referred to as “CONSULTANT” or “CONTRACTOR”.

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT/CONTRACTOR to perform xxxxxxxxxx consulting / contracting services for CITY.

WHEREAS, CONSULTANT/CONTRACTOR represents that the principal representative is authorized to enter into this agreement on behalf of CONSULTANT/CONTRACTOR and CONSULTANT/CONTRACTOR is willing to perform such services hereinafter defined.

NOW, THEREFORE, the parties agree as follows:

1. TERM. This Agreement shall be for a term of one year commencing on xxxx xx, 20xx, through xxxx xx, 20xx, with xx one-year extension options, subject to written agreement of the Parties.

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE. The representative of the parties who are primarily responsible for the administration of the AGREEMENT, and to whom formal notice, demands and communications shall be given, are as follows:

a. The principal representative of the CITY shall be:

City of Pomona
505 South Garey Avenue
Pomona, CA 91766
(909) 620-_______

b. The principal representative of the CONSULTANT/CONTRACTOR shall be:

_________________

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.

d. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

3. RETENTION. The CITY retains and employs CONSULTANT/CONTRACTOR to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT/CONTRACTOR accepts the employment and agrees to render such services as CONSULTANT/CONTRACTOR on the terms and conditions herein stated.

4. SCOPE OF SERVICES. The scope of such services is set forth in the attached Scope of Work, which is made Exhibit “A” to this Agreement.

5. COMPENSATION. The CITY agrees to pay CONSULTANT/CONTRACTOR for the above-stated services, as set forth in the aforementioned attached Scope of Work. CONSULTANT/CONTRACTOR agrees that fees for services shall not exceed the authorized amount of $XXXXX. as set forth in the fee schedule, Exhibit “B” attached hereto, unless the CITY has given specific advance approval in writing.

6. INDEPENDENT CONTRACTOR. CONSULTANT/CONTRACTOR is an independent contractor. As such, CONSULTANT/CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. Further, CONSULTANT is not entitled to any benefit typically associated with an employee such as medical, sick leave or vacation benefit.

7. PERS ELIGIBILITY INDEMNITY. In the event that CONSULTANT/CONTRACTOR or any employee, agent, or subcontractor of CONSULTANT/CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to
be eligible for enrollment in PERS as an employee of the City, CONSULTANT/CONTRACTOR shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT/CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

8. **ECONOMIC INTEREST STATEMENT.** CONSULTANT/CONTRACTOR hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by CITY hereunder, CONSULTANT/CONTRACTOR is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work. The extent of CONSULTANT/CONTRACTORS disclosure requirements is set forth in the written determination of the City Manager of CITY, attached hereto as Exhibit “C.”

9. **INDEMNITY AND INSURANCE**

   1. **INDEMNITY.** CONSULTANT/CONTRACTOR hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT/CONTRACTOR or the CITY or to enlarge in any way the CONSULTANT/CONTRACTOR’S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT/CONTRACTOR’S negligent performance hereunder.

   2. **INSURANCE.** CONSULTANT/CONTRACTOR shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit “D” attached hereto.

10. **OWNERSHIP OF WORK PRODUCT.** All reports, documents or other written material developed by CONSULTANT/CONTRACTOR in the performance of this AGREEMENT shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such Material shall not be the subject of a copyright application by CONSULTANT/CONTRACTOR. Any re-use by CITY of any such materials on any project other than the project for which they were prepared shall be at the sole risk of CITY unless CITY compensates CONSULTANT/CONTRACTOR for such use.

11. **CONFIDENTIALITY.** Employees of CONSULTANT/CONTRACTOR in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CITY. CONSULTANT/CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONSULTANT/CONTRACTOR or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed by CONSULTANT/CONTRACTOR without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this AGREEMENT. CONSULTANT/CONTRACTOR’s covenant under this Section shall survive the termination of this AGREEMENT.

12. **TERMINATION FOR CONVENIENCE.** Either the CITY or the CONSULTANT/CONTRACTOR may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT/CONTRACTOR shall be paid only the total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon
termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

13. **TERMINATION FOR CAUSE.** If for any reason, CONSULTANT/CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT/CONTRACTOR shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT/CONTRACTOR. The notice shall refer to this clause, specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT/CONTRACTOR will be paid a total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

14. **ASSIGNMENT AND SUBCONTRACTING.** Neither party shall assign or subcontract the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.

15. **STANDARD.** CONSULTANT/CONTRACTOR agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONSULTANT/CONTRACTOR shall re-perform any of said services, which are not in conformity with standards as determined by the CITY. The CONSULTANT/CONTRACTOR will be relieved of its obligation to re-perform said services if the CITY does not notify CONSULTANT/CONTRACTOR within 180 days after the completion of the non-conforming service. Compensation for CONSULTANT/CONTRACTOR to re-perform said services shall be subject to the approval of the CITY, but in no event shall such compensation exceed the actual cost of said services. Except as hereinafter provided in respect of personal injury or property damage, the foregoing are the CONSULTANT/CONTRACTOR’S entire responsibilities and the CITY’S exclusive remedies for service rendered or to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied.

16. **RESOLUTION OF DISPUTES.**
   a. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
   b. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney’s fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

17. **FORCE MAJEURE.** The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

18. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this AGREEMENT, CONSULTANT/CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. CONSULTANT/CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

19. **SEVERABILITY.** If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

20. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

21. **ENTIRE AGREEMENT.** This AGREEMENT, together with Exhibits “A,” “B,” “C” and “D” supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter.
herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all parties.

IN WITNESS WHEREOF this Agreement is entered into by the parties hereto on the dates set forth below.

ATTEST: 

______________________________________  The City of Pomona

City Clerk  City Manager

Date: ______________________

APPROVED AS TO FORM: 

______________________________________  Consultant/Contractor/Contractor

City Attorney

By: ______________________

Title: ______________________

Date: ______________________

Approved by City Council on __________________
EXHIBIT “A”

SCOPE OF SERVICES

*Will be added by the City after award.
EXHIBIT “B”

FEE SCHEDULE

*Will be added by the City after award.
EXHIBIT “C”
WRITTEN DETERMINATION
(Page 1 of 2)

I, Linda Lowry, City Manager of the City of Pomona (“CITY”) have made the following determination with regard to economic interest disclosure requirements for ________________________________ (name of CONSULTANT/ CONTRACTOR/ VENDOR), pursuant to the Conflict of Interest Code adopted by CITY:

[ ] CONSULTANT/ CONTRACTOR/ VENDOR shall disclose its economic interest pursuant to the broadest disclosure category in the Code. (CATEGORY I*)

[ ] CONSULTANT/ CONTRACTOR/ VENDOR has been hired to perform a range of duties that are limited in scope and thus CONSULTANT/ CONTRACTOR/ VENDOR is not required to comply with the broadest disclosure category requirements. Based on the Scope of Services set forth in Exhibit “A,” of the Agreement, CONSULTANT/ CONTRACTOR/ VENDOR need only provide economic interest disclosure under the following categories*:

[ ] CATEGORY I: Business interests and Investments
[ ] CATEGORY II: Supply Sources
[ ] CATEGORY III: Contractors
[ ] CATEGORY IV: Geographic location

*A full explanation of each of these disclosure categories is found on page 2 of this Exhibit.

[ ] CONSULTANT/ CONTRACTOR/ VENDOR is not required to comply with Disclosure requirements based on the following:

[ ] Duties of CONSULTANT/ CONTRACTOR/ VENDOR under this AGREEMENT are not applicable to Conflict of Interest Code

[ ] Other: __________________________________________

Date: __________________________

Linda Lowry, City Manager
DESIGNATED EMPLOYEE CATEGORIES

I. This category applies to individuals that make, or participate in making, decisions that may have a material effect on their financial interest(s) in:
   a. businesses in which the individual holds an investment or business position\(^1\);  
   b. sources of income; or  
   c. real property.

*Individuals subject to this category need not disclose under Category II or III.* Individuals subject to this category must disclose any of the following financial interests within the City and within two miles of City boundaries:
   a. investments in business entities\(^2\);  
   b. business positions held;  
   c. sources of income; and  
   d. interests in real property.

II. This category applies to individuals that make, or participate in making, decisions that involve the purchase of services, supplies, materials, machinery, or equipment.

*Individuals subject to this category must disclose any of the following financial interests in business entities which provide services, supplies, materials, machinery, equipment, or technology of the type utilized by the City:*  
   e. investments in business entities;  
   f. business positions held; and  
   g. sources of income.

III. This category applies to individuals that make, or participate in making, decisions that involve contracting for services including, but not limited to:
   a. professional services;  
   b. vendor services;  
   c. consulting services; and  
   d. contractor services.

*Individuals subject to this category must disclose any of the following financial interests in business entities which provide contract services, of the type utilized by the City:*  
   c. investments in business entities;  
   d. business positions held; and  
   e. sources of income.

IV. This category applies, as applicable, to commissioners. Individuals subject to this category must disclose:
   a. all investments in, interest in, or income from, real property located within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; and  
   b. all investments in, interest in, or income from, any business entity:
      i. in which the person holds a business position; and  
      ii. that is either: A) within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; or B) conducted business within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto, at any time during the two years prior to the date of filing the Statements of Economic Interest.

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1 “Business positions” shall include, but not be limited to, a role as a director, officers, partner, trustee, employee, or any management position.

2 “Business entities” shall include, but not be limited to, sole proprietorships, partnerships, and corporations.
EXHIBIT “D”

INSURANCE REQUIREMENTS

The Contracted Vendor shall furnish the City certificates of insurance prior to the execution of the contract demonstrating that the following coverage is in effect and in accordance with the specifications.

The CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONTRACTOR and designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONTRACTORS, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONTRACTOR’s work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONTRACTOR’s insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR’s work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONTRACTORS shall be non-contributory.

General Liability:
- a. General Aggregate $2,000,000
- b. Products Comp/Op Aggregate $2,000,000
- c. Personal & Advertising Injury $1,000,000
- d. Each Occurrence $1,000,000
- e. Fire Damage (any one fire) $50,000
- f. Medical Expense (any one person) $5,000

Workers’ Compensation:
- a. Workers’ Compensation Statutory Limits
- b. EL Each Accident $1,000,000
- c. EL Disease - Policy Limit $1,000,000
- d. EL Disease - Each Employee $1,000,000

Automobile Liability
- a. Any vehicle, combined single limit $1,000,000

The CONTRACTOR shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONTRACTOR for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONTRACTOR.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best’s rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY’s Risk Manager. CONTRACTOR shall immediately advise CITY of any litigation that may affect these insurance policies.
THE FOLLOWING FORMS ARE REQUIRED TO BE SUBMITTED WITH PROPOSAL
15. ACKNOWLEDGEMENT AND SIGNATURE OF AUTHORIZATION

I ___________________________, ____________________ have read and understand the
(Full Printed Name) (Title)
the RFP document, and I am duly authorized to commit my company to sell/perform the
products/services described herein. I understand by signing this RFP I am not obligating the
City to make this procurement, nor am I signing a contract to sell/perform this product/service.
*By signing this document I agree to comply with all specifications, scope of services, requirements, terms and conditions described herein, unless specifically noted.* This RFP is firm
for 90 days from the due date identified on the cover page of this RFP.

Authorized Representative:

__________________________________________  ___________________________
Signature                                              Date
16. CITY OF POMONA MINORITY BUSINESS QUESTIONNAIRE

Failure to complete and submit this Worksheet with the Proposal response will render the Proposal non-responsive and will not be considered for award.

Name of Business: ____________________________________________

Division or Subsidiary, if applicable: _______________________________

Business Address: ________________________________

_________________________________________________________________

_________________________________________________________________

Business Telephone No.: _________________________________________

Contact Person: _________________________________________________

Title: __________________________________________________________

Type of Business:
Non Profit [ ]
Sole Proprietorship [ ]
Partnership – General [ ]
   – Limited [ ]
   – Corporation [ ]

Is the business 51% or more owned by:
American Indian [ ]
Asian [ ]
Black [ ]
Hispanic [ ]
Female [ ]
Other __________________ [ ]
(please specify)

Prepared By: ____________________________________________________

Title: __________________________________________________________

Date: __________________________

For more information, please contact the City of Pomona Purchasing Division (909) 620-2381
17. CITY OF POMONA STATEMENT OF NON-COLUSION BY CONTRACTOR

Failure to complete and submit this Worksheet with the Proposal response will render the Proposal non-responsive and will not be considered for award.

The undersigned who submits herewith to the City of Pomona a Bid or proposal does hereby certify that:

a. All statements of fact in such bid or proposal are true;

b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

c. Such bid or proposal is genuine and not collusive or sham;

d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Pomona or of any other bidder or anyone else interested in the proposed procurement;

e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Pomona, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

h. Bidder did not provide, directly or indirectly to any officer or employee of the City of Pomona any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.

i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Pomona, either currently or within the last two (2) years, or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.

j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on ____________ at __________________________, California.

(Date) (Location)

Business: By: ________________________________

(Signature)

Address: ____________________________________

(Print Name & Title)
18. CITY OF POMONA AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR AND
ACCEPTANCE AND ACKNOWLEDGMENT OF PROCUREMENT PRACTICES OF THE CITY OF
POMONA

Failure to complete and submit this Worksheet with the Proposal response will render the Proposal non-
responsive and will not be considered for award.

The City of Pomona requires contractors and suppliers of services to the City to agree to indemnify and
hold the City of Pomona harmless for claims or losses arising from, or in connection with, the
contracting party’s work for the City of Pomona before a Purchase Order is issued.

To reduce the possibility of misunderstanding between contracting parties and the City in case of a claim
or lawsuit, the City of Pomona is requiring that contracting parties who perform services for the City sign
this letter. This letter will act as and become a part of each Contract/Purchase Order between the City
of Pomona and the contracting parties signing the letter for the duration of the contract term and any
extensions thereto.

In consideration of the opportunity of doing work for the City of Pomona and benefits to be received
thereby, the contracting party to this agreement agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of Pomona awarding a
contract, this Letter Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of Pomona, and any officer, employee or agent, and hold the City of
Pomona, and any officer, employee or agent, thereof harmless from any and all claims, liabilities, obligations
and causes of action, of whatsoever kind or nature, for injury to, or death of, any person (including officers,
employees and agents of the City of Pomona), and for injury or damage to or destruction of property
(including property of the City of Pomona), resulting from any and all actions or omissions of contractor or
contractor’s employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor’s
employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which
provides: “If an action, as provided in this chapter, is prosecuted by the employee, the employer, or both
jointly against the third person results in judgment against such third person or settlement by such third
person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment
or settlement in the absence of a written agreement so to be executed prior to the injury.” This waiver will
apply to the contracting party to this letter to any contracts awarded by the City of Pomona during the term of
this Agreement and any extensions thereto.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such
representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any
contract with the City of Pomona. As a condition precedent to acceptance, any contacts from the City of
Pomona and contracting party agree to advise its successors or assignees of this Agreement and to obtain
their consent to it in writing before the work of the representative successor or assignees begins. Such
assignment shall not be effective without the prior written consent of the City of Pomona.

6. To promptly notify the City of Pomona of any change in ownership of the contracting party while this
Agreement is in force.

This letter Agreement cannot be modified or changed without the express written consent of the City of
Attorney of the City of Pomona.

I agree to the terms of this Letter Agreement on behalf of:

Business: ________________________________ By: ________________________________

Address: ________________________________________________________________

Date: ________________________________

(Signature)

(Print Name & Title)