

**City of Beverly Hills
Beverly Hills, CA**

REQUEST FOR PROPOSAL

For

**Professional Services for Conducting a Department Needs Assessment and Developing
a Grant Funding Strategy to Support City Priority Projects**

RFP # 16-13

April 29, 2016

Overview

The City of Beverly Hills ("City") requests proposals from professional firms to conduct a needs assessment, develop a grant funding strategy, and identify funding opportunities to support City priority projects currently under the purview of the Public Works Services Department ("Department").

Background

The Department houses several divisions including the following:

- Water
- Solid Waste
- Street Infrastructure
- Traffic Signals and Lights
- Environmental Compliance and Sustainability
- Stormwater
- Wastewater
- Parking Operations
- Parking Enforcement
- Facilities Maintenance
- Capital Project Administration
- Civil Engineering

The Department is interested in first conducting a needs assessment in order to develop a grant funding strategy to apply and secure grant funding to support City priority projects. Minimally, the City is interested in grant funding opportunities related to Water. Additionally, the Department wants to establish a regular grant monitoring program whereby the Consultant will regularly inform the Department of current and upcoming funding opportunities, provide grant writing and grant award administration services (as needed).

Objectives and Scope

Task 1: Needs Assessment

This includes meeting with Department staff and identifying project needs and goals for the Department. This will include reviewing the City's capital projects list, and obtain other relevant information to create a matrix of projects and goals. The Consultant will also review the list of historic grants awarded to the Department.

Project and program needs will be aligned with grant programs at all levels: federal, state, regional, and not-for-profit foundations. Consultant will use the Needs Assessment to guide research and discussions with staff.

Task 2: Grant Monitoring/Fact Sheet Distribution/Monthly Grant Call

The Consultant will provide monitoring services for all applicable federal, state, regional, and non-profit (project specific) grant funding opportunities and alert staff when an announcement is released. This effort includes notification of open grant solicitations utilizing Fact Sheets, coordination with Department staff regarding the “go” or “no-go” decision, and responding to questions from staff. The Consultant will maintain a Grant Activity Report (GAR) and will provide monthly grant coordination conference calls. The GAR allows the Department Head to keep the City Manager and Council aware of the grant activities within the Department and ensures that everyone is aware of the cost and benefit of the program.

Task 3: Grant Writing (Task Order Basis)

The Consultant will provide not-to-exceed quotes for each grant application the Department is interested in pursuing. Once the quote has been approved, the Consultant will develop a Checklist and Timeline for the project outlining the roles and responsibilities for each party. The Consultant will perform application development on a turnkey basis, reducing workload to the maximum extent practical for staff. The Consultant will interview key staff members familiar with the project and budget.

The Consultant will research and compile all supporting data necessary for the application. The Consultant will develop a draft application for technical review (scope of work, budget, and other key information). The Consultant will adjust the application based on the Department’s review of the draft and will complete development of a final application. The Department will review the final draft for comments and provide approval to submit. The Consultant will submit the applications, on-time, and in accordance with the program guidelines.

Task 4: Grant Management (as requested)

The Consultant may be directed to assist with the management of grants following an award. The Consultant will provide an estimate for this effort upon request from the Department. In some cases, the cost of managing the grant can be paid for by the grant. In other cases, this charge can be used as the City’s match for the program. This is a subject that can be discussed as grant programs are developed and/or awarded.

Schedule

The schedule is as follows:

Solicitation issued:	Friday, April 29, 2016
Deadlines for receipt of questions:	Friday, May 13, 2016
Proposal due date:	Monday, May 23, 2016
Interviews and Evaluation:	Wednesday, June 1, 2016 (tentative)
Anticipated award date:	Tuesday, June 7, 2016
Project Start Date:	Tuesday, June 21, 2016

The City is looking to have this needs assessment and grant monitoring program completed and implemented as soon as possible. The intent is that services for grant monitoring, grant writing (task order basis) will be for a minimum period of one year.

Questions

Questions regarding the Requests for Proposal are to be submitted by email only to Michelle Tse at mtse@beverlyhills.org, **no later than 4:30 PM PST on Friday, May 13, 2016**. The subject title of such emails should read “RFP No. 16-13 Potential Respondent - (Insert Firm

Name).” Questions emailed by potential respondents and any additional information that the City provides in response to such questions will be posted on the City’s website by **Wednesday, May 18, 2016**. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.

Organization of Proposal

The proposal should include the following sections, in the following order:

- 1) *Introduction*: Present your understanding of the project and the general approach to be used.
- 2) *Personnel*: Identify and define the experience of the Project Manager and other key personnel. The resumes should include education, employment history, project experience with corresponding dates, and the number of years employed with the company. During the course of the project, substitution of key personnel is subject to the approval of the City.
- 3) *Detailed Scope of Work*: Describe the approach and detailed scope of services proposed.
- 4) *Project Experience*: Provide a listing of at least three (3) projects, completed in the last five (5) years, where the proposed Project Manager has performed similar work. Include the client’s name, address, phone number, email and the name of a contact person.
- 5) *Provide at least three (3) additional projects*, completed in the last three (3) years related to the firm’s successful completion of projects similar to this type of project effort. Include the client’s name, address, phone number, email, and the name of a contact person.
- 6) *Hours and Cost Summary*: Provide a labor hour breakdown by position/title classification for **each task and each deliverable** defined in the scope of work. Sub consultant time should be identified as such with a similar man-hour breakdown. Please also include a total cost estimate, inclusive of all time and materials for the entire project.
- 7) *Milestone Schedule*: Provide a clear milestone schedule that matches the detailed scope of work and includes client mobilization, major events, and required City reviews and approvals.

Submittal Requirements

Proposals must be prepared in English, no more than ten (10) pages in length, including cover letter and exhibits, in a readable font as a PDF file.

Proposals must be submitted electronically in PDF format to Erick Lee at elee@beverlyhills.org, copied to mtse@beverlyhills.org no later than **4:00 P.M. PST on Monday, May 23, 2016**. Late proposals will not be accepted. Emailed proposals should be entitled “RFP No. 16-13 – Professional Services for Conducting a Needs Assessment and Developing a Grant Funding Strategy to Support City Priority Projects.”

Evaluation Criteria

The City will evaluate proposals with the intent of selecting the most qualified consultant. Evaluation criteria include but are not limited to the following:

- 1) Completeness and thoroughness of the proposal (25%)
- 2) Project understanding (20%)
- 3) Scope of work, methodology, and innovative ideas (10%)
- 4) Technical expertise of project team, with emphasis on key members (20%)
- 5) Demonstrated successful completion of similar projects by team members (15%)
- 6) Recommended level of effort (10%)

The most qualified proposers may be selected to be interviewed by City representatives. The City reserves the right to interview as many or few proposers as it deems appropriate. The City also reserves the right to make its selection without conducting interviews.

Contract

The City will prepare a Professional Services Agreement for implementation between the successful Consultant and the City (See Appendix A for a Sample). The consultant's standard form contract will not be considered as an acceptable substitute. The Consultant shall maintain at a minimum the insurance requirements specified in the sample Professional Services Agreement.

General Information

All communications concerning this RFP should be directed to Michelle Tse, Planning and Research Analyst, by email at mtse@beverlyhills.org.

No questions or comments are to be directed to the Mayor of the City of Beverly Hills, the Mayor's Office, Beverly Hills City Council, City of Beverly Hills Director of Finance, any public official, or any City of Beverly Hills trustee.

Any information obtained by the selected respondent is confidential, and the selected respondent shall not release or use the information in conjunction with any other endeavor.

Respondents are responsible for all expenses associated with this RFP response. This Request for Proposals does not commit City of Beverly Hills to award a contract.

Respondents are responsible for complying with all federal, state, and local rules and regulations. Respondents agree that City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject or cancel all or any part of a proposal, issue another proposal with terms and conditions similar or different to those set forth above, extend any deadline and/or supplement, amend or otherwise modify the proposal.

By submission of a proposal, respondents acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by a respondent's assertion of confidentiality and/or proprietary data.

Appendix A
Sample – City of Beverly Hills Professional Services Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
[CONSULTANT'S NAME] FOR [BRIEFLY DESCRIBE PURPOSE
OF THIS CONTRACT]

NAME OF CONSULTANT: insert name of consultant

RESPONSIBLE PRINCIPAL OF CONSULTANT: insert name, title of responsible principal

CONSULTANT'S ADDRESS: insert street address
insert city, state, zip code
Attention: insert dept. head name, title

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: [Dept. Head's Name, Title]

COMMENCEMENT DATE: insert commencement date

TERMINATION DATE: insert termination date

CONSIDERATION: Not to exceed \$ insert amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
[CONSULTANT NAME] FOR [BRIEFLY DESCRIBE PURPOSE
OF CONTRACT]

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and [CONSULTANT Name], (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. (Check the Applicable Box)

(a) Compensation [check applicable provision]

If compensation is based on an hourly rate

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

If compensation is based on a flat fee

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses [check applicable provision]

If no reimbursable expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

If CITY reimburses for certain expenses in addition to compensation

CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this

Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance [check if applicable]

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is

available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work

submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

Name: dept head/cfo/cm
Title

CONSULTANT:

Name:
Title:

Name:
Title:

APPROVED AS TO CONTENT:

Dept. Head Name:
Title:

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services:

[Describe the services in detail. Include schedule for deliverables and/or services]:

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

[Tie to deliverables where possible.]

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONSULTANT agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
 Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS: _____
