



**City of Torrance, Finance Department  
Request for Quotation – Not an Order  
Buyer: Sally Kyung, SKyung@TorranceCA.Gov  
Quotation Due By: Noon, July 10, 2026. Late Quotations Will Not Be Evaluated.**

**Ref: Sales and Property Tax Consulting Services**

This RFQ is requesting quotes from qualified vendors for Sales and Property Tax Consulting Services. This RFQ is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFQ. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern. Quotations must be submitted on this form filled out completely. Vendors that do not fill out the City RFQ form will not be considered.

**The City of Torrance:**

The City of Torrance is on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, Transit System, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

The successful Vendor will enter an agreement for the services required and will include the terms and conditions attached to this RFQ.

- List and describe all applicable fees. Fees not listed below will not be authorized for payment on any invoices throughout the term of the agreement.
- The vendor must provide certificates of insurance and/or endorsements indicating appropriate coverage to the City of Torrance Finance Department before a consulting services agreement will be awarded as per Attachment 1 of this Request for Quotation. The CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee, and volunteer must be named as additional insured under the automobile and general liability policies.
- Prior to the issuance of an agreement, the vendor must submit to the City of Torrance Finance Department proof of a City of Torrance Business License if your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.
- Fiscal Year Funding: Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Vendor, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.
- The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments will be identified by an addendum to this RFQ. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date

accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

- The successful vendor will be issued a Consulting Services Agreement for the services required and will include the terms and conditions attached to this RFQ.

**Questions:**

Questions regarding this RFQ must be submitted on PlanetBids. The deadline to submit questions is 12:00P.M. Noon Pacific Time on Friday, June 26, 2026. No questions via telephone. No questions submitted after deadline.

**Work Plan:**

Prior to the beginning of the work, the successful proposer must provide the City a schedule and work plan for approval.

**Evaluation of Quotes:**

The City will be the sole determiner of suitability to the City’s needs. Proposals are rated according to their completeness and understanding of the City’s needs, conformance to the requirements of the technical specifications, compatibility with the City’s current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost are reviewed to determine which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1.5% for proposals submitted by a Torrance vendor that includes a material component.

The City’s project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether to recommend the award of an Agreement.

Description of Evaluation Criteria	Possible Points
Relevant Experience and Qualifications of Key Personnel	30
Technical Approach – Methodology, tools, and service delivery model	25
Fee Proposal – Cost-effectiveness and reasonableness of compensation structure	25
References and Past Performance – Quality and scope of comparable engagements	20
Maximum Total Points =	100

**Submittal Form:**

Prospective bidders must submit bids in **electronic only format** at <https://pbsystem.planetbids.com/portal/47426/portal-home>; The quotes must be made on the form provided and uploaded on PlanetBids.

Scan and attach all required documents to your eBid. *Failure to provide required documents with bid may cause the bid to be deemed non-responsive.*)

If an individual makes the quote, it must be signed by that individual, with an address and telephone number. If made by a business entity, it must be signed by an authorized person that executes binding agreements and contracts. A full business address and telephone are required.

Blank spaces on the quote form must be completed using ink, indelible pencil, typewriter or digitally. The text of the proposal form must not be changed and no additions. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

**Payments:**

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

**Errors and Omissions:**

The proposer may not take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. If there are errors or omissions, you will be notified.

**Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments will be identified by an addendum to this RFQ. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

The City reserves the right to award a contract to a company solely based on the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Quote does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFQ document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

**Independent Contractor:**

The successful proposer will at all times remain to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor’s employees, except as otherwise set forth in the awarded Agreement. The Contractor’s agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may 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 the City. The City has no duty, obligation, or responsibility to the Contractor’s agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor’s agents and employees. The City is not responsible or liable for the Contractor’s failure to comply with the Contractor’s duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for all taxes and penalties that may be assessed against the City because of the Contractor’s obligations under the Affordable Care Act relating to the Contractor’s agents and employees.

**Suspension of Procurement:**

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFQ and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event, City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

**Notice of Intent to Award:**

The City will notify all proposer’s of its intent to award. Results will be posted on Planetbids <https://pbsystem.planetbids.com/portal/47426/portal-home>

**Project Schedule:**

The following is a tentative schedule of this RFQ process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFQ Process.

<b>Tentative Project Schedule</b>	
RFQ Published	June 16, 2026
Questions from Proposers Due	June 26, 2026
Questions Answered and Posted	June 30, 2026
Proposals Due	July 10, 2026
Anticipated Contract Award	August 1, 2026

## **Background:**

Sales tax constitutes one of the City's most significant revenue sources totaling \$84.8 million during Fiscal Year 2025. The City currently receives sales tax allocations under the Bradley-Burns Uniform Local Sales and Use Tax Law, as well as revenues from the transactions and use tax (Measure SST) administered by the California Department of Tax and Fee Administration (CDTFA).

The City is seeking qualified firms to provide professional sales tax consulting and analysis services to maximize lawful sales tax revenues, ensure accurate reporting by the CDTFA, identify economic development opportunities, and support the City's annual budget and multi-year financial forecasting processes.

Property tax is among the City's most significant general fund revenue sources totaling \$68.4 million in Fiscal Year 2025 within the General Fund. Under Proposition 13 (Article XIII A of the California Constitution) and the Property Tax Administration provisions of the Revenue and Taxation Code, property tax revenues are assessed and collected by the County Assessor and Auditor-Controller, then allocated to the City and other taxing entities according to the AB 8 statutory formula. The City also receives property tax in-lieu of vehicle license fees (VLF), Redevelopment Property Tax Trust Fund (RPTTF) distributions as a successor agency, and supplemental and escaped assessments.

Given the complexity of California's property tax system, the City seeks qualified firms to provide professional property tax consulting and analysis services. The goal is to ensure the City receives all property tax revenues to which it is lawfully entitled, to maintain accurate forecasting for budget and financial planning purposes, and to support the City's economic development and land use decision-making.

## **Scope of Work:**

Consultants can submit a consolidated proposal for both sales tax and property tax services or submit a stand-alone proposal for one of the services.

## **Sales Tax Consulting Services**

The selected consultant shall provide the following services. The City reserves the right to add, modify, or prioritize tasks in consultation with the consultant during the term of the agreement.

### **1. Sales Tax Revenue Audit and Recovery**

1. Continuously audit CDTFA allocation records to identify discrepancies, errors, misallocations, or unreported sales tax due to the City
2. Investigate and resolve point-of-sale misallocations, situs errors, and business registration deficiencies that result in revenue leakage
3. Prepare and submit claims for back-allocations and corrected distributions to the CDTFA on behalf of the City
4. Track all audit findings, recovery claims, and resulting adjustments to City revenues; provide status reports at agreed intervals
5. Coordinate directly with the CDTFA and taxpayers (where authorized) to resolve discrepancies efficiently
6. Monitor recovery amounts and provide the City with a detailed accounting of all revenues recovered as a result of the consultant's efforts

### **2. Revenue Forecasting and Budget Support**

1. Develop quarterly and annual sales tax revenue forecasts using econometric modeling, historical trends, permit data, and regional economic indicators
2. Provide a detailed mid-year update to forecasts, incorporating actual collections data and any economic changes affecting the local tax base

3. Support the City's annual budget process by delivering timely revenue projections and scenario analyses (e.g., recession modeling, major retailer opening or closure impacts)
4. Assist in preparing five-year and long-range financial plans by projecting sales tax revenues under various growth assumptions
5. Present forecast methodology, assumptions, and results to City staff and, as requested, to the City Council or Finance Committee

### **3. Sales Tax Monitoring and Reporting**

1. Provide online access to a secure web-based platform or database that allows City staff to query sales tax allocation data, run reports, and monitor taxpayer activity
2. Deliver monthly or quarterly allocation reports that break down revenues by industry sector, geographic area, and top taxpayers
3. Issue alerts when significant changes occur in allocations from major accounts, indicating potential misallocation, business closure, relocation, or extraordinary activity
4. Prepare an annual sales tax summary report for City management covering year-over-year trends, economic context, and key findings
5. Track the performance of the City's transactions and use tax (if applicable), including comparisons to similar jurisdictions and any anomalies

### **4. Economic Development and Business Intelligence**

1. Maintain and provide the City with a regularly updated database of the top sales tax generating businesses within City limits, ranked by annual contribution
2. Identify new business permits, major development projects, and changes in commercial activity that may affect future sales tax revenues
3. Analyze the potential sales tax impact of proposed developments, retail projects, or land use changes upon request
4. Research and present comparable data from peer Southern California cities to provide context for the City's sales tax performance
5. Support business retention and attraction efforts by providing staff with relevant economic and tax base data

### **5. Transactions and Use Tax (TUT) Administration Support**

1. Monitor the administration of any locally-adopted transactions and use tax measure by the CDTFA to ensure proper collection and allocation
2. Identify use tax opportunities arising from online and remote seller activity, large capital expenditures, and construction projects within the City
3. Coordinate with the CDTFA regarding the registration of use tax accounts and the proper allocation of use tax revenues to the City
4. Provide analysis supporting any future consideration of a new or renewed TUT ballot measure, including revenue projections and comparable city data

### **6. Legislative and Regulatory Monitoring**

1. Monitor proposed state legislation, CDTFA regulatory actions, and court decisions that may affect sales and use tax law or City revenues
2. Provide timely written summaries of significant legal or regulatory developments and their potential fiscal impact on the City
3. Advise the City on compliance requirements under AB 147 (Marketplace Facilitator Act) and other applicable laws governing remote seller taxation
4. Represent or advise the City in administrative hearings, appeals, or disputes with the CDTFA when directed by City staff

## **7. Ad Hoc Analysis and Special Projects**

1. Perform special economic and revenue analyses as requested by City staff, including but not limited to: annexation studies, redevelopment successor agency matters, ballot measure analysis, or major account investigations
2. Assist in the review of development agreements, disposition and development agreements (DDAs), or similar documents where sales tax revenue sharing or projections are relevant
3. Provide expert testimony or written reports in support of legal proceedings, budget hearings, or City Council presentations upon request

Firms responding to this RFQ must demonstrate the following minimum qualifications:

- A minimum of five (5) years of continuous experience providing sales tax consulting services to California cities, counties, or other local government agencies
- Demonstrated experience with the CDTFA's allocation processes, audit procedures, and administrative appeals
- Proven track record of recovering sales tax revenues on behalf of California local agencies through audit and claims activities
- Familiarity with California Revenue and Taxation Code provisions applicable to local sales tax, transactions and use tax, and the Bradley-Burns Act
- Staff resources sufficient to provide ongoing monitoring, analysis, and responsive support to the City
- Availability of a secure, web-based data access platform for City staff

## **Property Tax Consulting Services**

### **1. Property Tax Revenue Audit and Verification**

1. Conduct a comprehensive review of the City's property tax allocation history to identify potential errors, omissions, or misallocations by the County Auditor-Controller
2. Verify the accuracy of the City's tax rate area (TRA) assignments and tax apportionment factors applied by the County to ensure the City's full statutory share is received
3. Review annual tax increment calculations, secured and unsecured roll data, and unitary assessments applicable to the City
4. Identify and pursue corrections for any under-allocations, including preparation and submission of claims or formal requests to the County on behalf of the City
5. Track all identified discrepancies, recovery claims, and resulting adjustments; provide the City with a detailed accounting of revenues recovered as a result of consultant efforts
6. Review and verify property tax in-lieu of vehicle license fees (VLF) calculations and allocations from the State

### **2. Assessed Valuation Monitoring and Analysis**

1. Continuously monitor the County Assessor's roll data for changes affecting the City's assessed valuation base, including new construction, changes in ownership, and decline-in-value (Proposition 8) reassessments
2. Track the status of all assessment appeals filed on properties within the City, including the Assessment Appeals Board calendar, pending stipulations, and final dispositions
3. Quantify the potential revenue impact of pending and recently resolved assessment appeals and communicate significant changes to City staff in a timely manner
4. Monitor new development, building permits, and certificates of occupancy to ensure new assessments are properly enrolled on the secured roll
5. Analyze supplemental and escaped assessment activity and their projected contribution to City revenues in each fiscal year
6. Review unitary property assessments (utilities, railroads, pipelines) allocated to the City and verify their accuracy

### **3. Revenue Forecasting and Budget Support**

1. Develop annual property tax revenue forecasts using County roll data, assessment trends, growth assumptions, and economic indicators relevant to the Southern California real estate market
2. Provide a mid-year forecast update incorporating actual County allocation data, new roll changes, resolved appeals, and any material changes to assumptions
3. Support the City's annual budget preparation process by delivering timely property tax revenue projections and scenario analyses (e.g., flat market, moderate growth, recessionary decline)
4. Prepare five-year and long-range property tax revenue projections for incorporation into the City's financial plan, capital improvement program, and debt capacity analyses
5. Quantify the expected property tax revenue impact of major development projects, annexations, or land use changes upon request
6. Present forecast methodology, assumptions, and results to City staff and, as requested, to the City Council or Finance Committee

### **4. Redevelopment Successor Agency and RPTTF Monitoring**

1. Monitor the semi-annual Redevelopment Property Tax Trust Fund (RPTTF) distribution process administered by the County Auditor-Controller pursuant to Health and Safety Code Section 34177
2. Review Recognized Obligation Payment Schedules (ROPS) and related RPTTF allocation determinations for accuracy and compliance
3. Identify any shortfalls, disputed items, or County administrative errors affecting the Successor Agency's RPTTF receipts and advise on corrective action
4. Track pass-through payment obligations to the City and other taxing entities and verify their accurate calculation and timely distribution
5. Advise the City on the wind-down of successor agency obligations, long-range property management plans, and residual asset transfers as applicable
6. Monitor any outstanding litigation or administrative disputes related to former redevelopment tax increment that may affect City revenues

### **5. Property Tax In-Lieu of VLF Monitoring**

1. Monitor the annual calculation and allocation of property tax in-lieu of vehicle license fees (PTILVLF) by the State Department of Finance and County Auditor-Controller
2. Verify the accuracy of the City's "swap" factor and base year VLF amounts used in the in-lieu calculation
3. Identify any adjustments, corrections, or allocation errors and advise the City on remedies available under State law
4. Provide projections of PTILVLF growth tied to assessed valuation trends for incorporation into the City's revenue forecast

### **6. New Development and Tax Base Expansion Tracking**

1. Maintain a current inventory of major development projects under construction or recently completed within the City, including projected assessed values and anticipated property tax contributions
2. Coordinate with the City's Planning and Building Departments to obtain permit and certificate of occupancy data relevant to assessment roll changes
3. Prepare annual and project-specific analyses of the property tax revenue impact of proposed development agreements, general plan amendments, or specific plans
4. Monitor County assessor records to confirm timely enrollment of new construction and change-of-ownership reassessments for significant properties
5. Provide the City with a database or tracking tool for monitoring new development contributions to the property tax base

### **7. Legislative and Regulatory Monitoring**

1. Monitor proposed state legislation, Board of Equalization (BOE) and State Board of Equalization regulatory actions, and judicial decisions that may affect property tax law or City revenues

2. Track initiatives, proposed constitutional amendments, and ballot measures (including potential modifications to Proposition 13) that could materially affect the City's property tax base
3. Provide timely written summaries of significant legal or regulatory developments and their potential fiscal impact on the City
4. Advise on compliance requirements and available exemptions under applicable provisions of the Revenue and Taxation Code
5. Represent or advise the City in administrative proceedings, County Auditor-Controller disputes, or other forums as directed by City staff

#### **8. Reporting and Data Access**

1. Provide online access to a secure web-based platform or database that allows City staff to query property tax data, track appeals, monitor assessed valuation trends, and run ad hoc reports
2. Deliver quarterly property tax monitoring reports summarizing allocation activity, roll changes, appeal status, and forecast variances
3. Prepare an annual property tax report for City management covering year-over-year trends, top assessed properties, new development contributions, and key findings
4. Issue timely alerts when significant events occur, including large appeal settlements, major assessment reductions, new high-value assessments, or material changes to County allocation factors

#### **9. Ad Hoc Analysis and Special Projects**

1. Perform special property tax analyses as requested by City staff, including but not limited to: annexation fiscal analyses, development agreement negotiations, bond financing projections, eminent domain valuations, and appeal settlement evaluations
2. Assist in reviewing tax increment financing projections, tax allocation bond analyses, or infrastructure financing district (IFD) feasibility studies as requested
3. Provide expert testimony or written reports in support of legal proceedings, budget hearings, or City Council presentations upon request
4. Advise on the formation and administration of Enhanced Infrastructure Financing Districts (EIFDs), Community Facilities Districts (CFDs / Mello-Roos), and other special financing mechanisms that rely on property tax or assessed valuation data

Firms responding to this RFQ must demonstrate the following minimum qualifications:

1. A minimum of five (5) years of continuous experience providing property tax consulting services to California cities, counties, redevelopment successor agencies, or other local government agencies
2. Demonstrated expertise with California's property tax system, including Proposition 13, AB 8 apportionment, Revenue and Taxation Code provisions, and County Auditor-Controller allocation processes
3. Experience monitoring and verifying RPTTF distributions and advising successor agencies on redevelopment wind-down matters
4. Familiarity with assessment appeals processes before California County Assessment Appeals Boards
5. Demonstrated experience with property tax in-lieu of VLF calculations and State allocation methodologies
6. Staff resources sufficient to provide ongoing monitoring, analysis, and responsive support throughout the contract term
7. Availability of a secure, web-based data platform for City staff access to property tax and assessed valuation data

**Term:** The initial contract will be for a period of five (5) years from August 1, 2026 – July 31, 2031

**PROPOSAL SUBMITTAL**

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE QUOTE.

In accordance with your "Request for Quote (RFQ)", the following proposal is submitted to the City of Torrance.

**RFQ Submitted By:**

_____		
Name of Company		
_____		
Street Address	City	Zip Code
_____	_____	_____
Telephone Number	Fax Number	
_____	_____	
Printed Name/Title	E-Mail Address	
_____	_____	
Signature	Date	
_____	_____	

**Form of Business Organization:** Please indicate the following (check one).

Corporation  Partnership  Sole Proprietorship  Other: \_\_\_\_\_

**Do you have a Parent Company?**  No  Yes, \_\_\_\_\_

(Name of Parent Company)

**Do you have any Subsidiaries?**  No  Yes, \_\_\_\_\_

(Name of Subsidiary Company)

**Business History:**

Years in business under your current name and form of business organization? \_\_\_\_\_ Years  
If less than three (3) years and your company was in business under a different name, what was that name?

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

**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information:

_____	_____
Printed Name	Title
_____	_____
Telephone	E-Mail Address





Vendor Name: \_\_\_\_\_

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFQ. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. **Do not include the City of Torrance as a reference for this RFQ.**

1	Name of Company/Agency:	
	Street Address:	
	City, State, Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
2	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
3	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	

\_\_\_\_\_ being first duly sworn deposes and says:

1. That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

\_\_\_\_\_  
(Title of RFQ)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Proposer Signature)

\_\_\_\_\_  
(Title)

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of Date (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and CONSULTANT Name, type of entity (“CONSULTANT”).

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to insert brief description of services.
- B. In order to obtain the desired services, CITY has circulated its Request for Quote for insert brief title of RFQ, RFQ No. insert RFQ No. (the “RFQ”).
- C. CONSULTANT has submitted a Quote (the “Quote”) in response to the RFQ. In its Quote CONSULTANT represents that it is qualified to perform those services requested in the RFQ. Based upon its review of all Quotes submitted in response to the RFQ, CITY is willing to award this Agreement to CONSULTANT.

### AGREEMENT:

#### 1. **SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT will provide the services and install those materials listed in CONSULTANT’s Quote submitted in response to the RFQ. A copy of the RFQ is attached as Exhibit A. A copy of the Quote is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Quote will be performed in a competent, professional and satisfactory manner.

#### 2. **TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .

#### 3. **COMPENSATION**

##### A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Quote; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$insert dollar amount (“Agreement Sum”), unless otherwise first approved in writing by CITY.

##### B. Schedule of Payment.

Provided that CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid the fees described in Paragraph 3.A. above, according to the

Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

**4. TERMINATION OF AGREEMENT**

**A. Termination by CITY for Convenience.**

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on work not executed.

**B. Termination for Cause.**

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of CITY as against CONSULTANT or its surety then existing, or that may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (iii) under state or federal antitrust statutes arising out of the submission of bids or Quotes; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of that cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness

exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

**7. CITY REPRESENTATIVE**

City Representative is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

**8. CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Representative 1  
Representative 2

**9. INDEPENDENT CONTRACTOR**

CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT’s employees, except as otherwise set forth in this Agreement. CONSULTANT’s agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may 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. CITY has no duty, obligation, or responsibility to CONSULTANT’s agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT’s agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT’s failure to comply with CONSULTANT’s duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT’s obligations under the Affordable Care Act relating to CONSULTANT’s agents and employees.

**10. BUSINESS LICENSE**

CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

**13. CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

**14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of CONSULTANT's time pertaining to the project, and records of accounts between CITY and CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation, specifications, drawings, progress reports and the like, relating to the work and services identified in Exhibit A. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to

indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subCONSULTANTS or vendors. CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

**17. INSURANCE**

A. CONSULTANT and its subCONSULTANTS must maintain for the duration of the Agreement at their sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
  - b. Primary Property Damage of at least \$250,000 per occurrence; or
  - c. Combined single limits of \$1,000,000 per occurrence.
2. Commercial General Liability including coverage for premises, products and completed operations, independent CONSULTANTS/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate.
3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the CONSULTANT'S profession, with limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.
- B. The insurance provided by CONSULTANT will be primary and non-contributory.
  - C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
  - D. CONSULTANT must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
  - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the CITY.
  - F. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
  - G. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONSULTANT.
  - H. Claims Made Policies  
If any of the required policies provide coverage on a claims-made basis:
    - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    - b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
    - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

- I. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- J. Self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or Quote.

**20. NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONSULTANT:	CONSULTANT'S NAME AND ADDRESS
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Fax: INSERT FAX NUMBER

CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90503 Fax: (310) 618-2931
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- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply. To the extent that the terms of the RFQ or Quote are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the first party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONSULTANT'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which CONSULTANT is bound.

**32. PUBLIC RECORDS ACT**

Any documents submitted by the CONSULTANT; all information obtained in connection with the CITY's right to audit and inspect the CONSULTANT's documents, books, and accounting records pursuant to paragraph 14 CONSULTANT's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Request for Quotes (RFQ) used in the solicitation process for this Contract become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Quote marked "trade secret", "confidential", or "proprietary", the CONSULTANT agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

CITY OF TORRANCE,  
a municipal corporation

Firm Name  
Type of Entity

\_\_\_\_\_  
Aram Chaparyan, City Manager

By: \_\_\_\_\_  
Signer  
Title

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

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

Attachments:      Exhibit A      Request for Quotes  
                         Exhibit B      Quote

Rev. 0424

**EXHIBIT A**  
**REQUEST FOR QUOTES**

**[To be attached]**

**EXHIBIT B**

**QUOTE**

**[To be attached]**