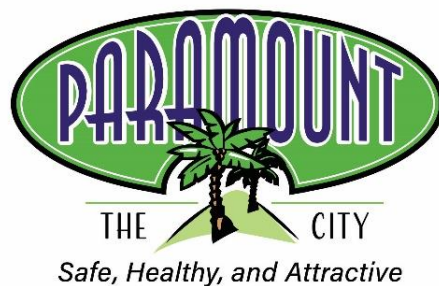




Request for Proposals



The City of Paramount is seeking proposals for

PROFESSIONAL AUDITING SERVICES

Proposal Release Date: April 2, 2026

Deadline for Submit Proposals: May 8, 2026, 5:00 P.M. (PST)



I. INTRODUCTION

A. General

The City of Paramount (“Paramount” or “City”) requests proposals from qualified certified public accounting firms to perform professional auditing services of the City’s financial statements for the three (3) fiscal years ending June 30, 2026, June 30, 2027, and June 30, 2028, with the option of auditing the City’s financial statements for each of the two (2) subsequent fiscal years. The contract term with the City’s current audit firm, The Pun Group LLP, expires soon. The City has been satisfied with the services; however, to comply with the requirements of Government Code 12410.6, the City is seeking formal audit proposals at this time, ensuring competitive pricing and services. The City’s goal is to provide its elected officials and the public with a comprehensive financial report that gives complete, accurate, and understandable information about the City’s financial condition. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

B. Description of the Government

The City of Paramount was incorporated on January 30, 1957, as a general-law city operating under the Council-Manager form of government. Part of the Gateway Cities of Southeast Los Angeles County, Paramount is 4.7 square miles with approximately 54,000 residents who call Paramount home. The City Manager is appointed by the City Council to serve as the organization’s Chief Executive Officer and leads a staff of 97 full-time employees and approximately 200 part-time employees while administering the 2025-26 Fiscal Year operating budget of approximately \$107 million for all combined funds. The City’s executive management team includes an Assistant City Manager, a City Clerk, and five (5) Department Directors all of whom manage seven departments consisting of Administrative Services, City Manager’s Office, Community Services, Finance, Planning & Building, Public Safety, and Public Works. The City Attorney is a contract position. The City is considered a contract city that contracts the Los Angeles County Sheriff’s Department for its law enforcement services to, the Los Angeles County Fire Department for its fire services, the Southeast Area Animal Control Authority for its animal control services, Athens Services for its waste disposal services, and HdL Companies for this business license and tax services.

The Finance Department is led by Finance Director Lana Dich who oversees ten (10) full-time staff members comprising one (1) Financial Services Manager, one (1) Accounting Manager, two (2) Senior Accountants, one (1) Accounting Specialist (vacant), one (1) Customer Service Supervisor, two (2) Finance Technicians, one (1) Administrative Assistant, and one (1) Payroll Technician, including six (6) part-time staff members that consist of two (2) Finance Assistants, and four (4) Finance Aides. The City’s Finance Department, along with its Water Billing Division, is responsible for accounting, payroll, cash management, general ledger, budget management, investment management, grants management, capital projects, data processing, business license administration, and water billing.



The number and type of funds are subject to change based on the needs of the City. Any such change shall not result in the change of the audit fee. The City of Paramount uses fund accounting to ensure compliance with finance-related legal requirements. The City's funds are divided into three (3) categories: *governmental funds, proprietary funds, and fiduciary funds.*

Governmental Funds: The City maintains twenty-seven (27) individual governmental funds presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General fund, ARPA fund and Other Grants fund, which are considered to be major funds.

Proprietary Funds: The City maintains two (2) different types of proprietary funds, which are enterprise and internal service funds. The City uses its enterprise funds to account for its water utility and the internal service funds to account for its equipment replacement and maintenance.

Fiduciary Funds: The City maintains three (3) fiduciary funds, which are the Redevelopment Obligation Retirement Private-Purpose Trust Fund and the Community Redevelopment Property Trust Fund, which are combined and reported as the Successor Agency for the Paramount Redevelopment Agency, and the City Agency Fund (Custodial Fund).

Although the City is undergoing an award of contract for a new Enterprise Resources Planning (ERP) system expected to be awarded sometime in April or May 2026, the City's current accounting functions are computerized using the Tyler Technologies Eden software. The applications operating on this system are General Ledger, Accounts Payable, Accounts Receivable, Payroll, Bank Reconciliation, Cash Receipts, Water Utilities, and Human Resources. The City participates in the California Public Employees Retirement System (CalPERS), an agent multiple-employer plan. Actuarial services for the plan are provided by CalPERS. The City's Annual Comprehensive Financial Reports (ACFR) and City Budgets are posted on City's website at <https://www.paramountcity.gov/government/departments/finance/>.

II. SCOPE OF SERVICES REQUIRED

A. Auditing Standards to be Followed

The auditors shall be responsible for expressing an opinion on the City's financial statements, including the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information. The audit shall be conducted in accordance with generally accepted auditing standards (GAAS) and the standards applicable to financial audits contained in the Government Accountability Office's (GAO) Government Auditing Standards (Yellow Book). If a Single Audit is required, the auditors shall express an opinion on compliance in accordance with the Federal Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations. The City's financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP), including all applicable pronouncements issued by the Governmental Accounting Standards Board (GASB).



B. Scope of Services

The selected independent auditing firm will be required to perform the following tasks:

1. City's Financial Audit - The audit firm will perform the City's Financial Audits of the Basic Financial Statements.
 - a. Management's Discussion and Analysis (MD&A) - The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and the required supplementary information pertaining to the General Fund and each major fund of the City.
 - b. The City will submit each ACFR to the Government Finance Officers Association (GFOA) for review of the GFOA Certificate of Achievement for Excellence in Financial Reporting program. The audit firm shall assist and review the Government Finance Officers Association (GFOA) comments, responses, and implementation.
2. Single Audit - The audit firm will perform a Single Audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133.
3. Agreed-Upon Procedures Applied to Appropriations Limit (GANN) - The audit firm shall perform agreed-upon review procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
4. State Controller's Report (State Controller's Cities Financial Transactions Report) - The audit firm shall perform audit procedures of the annual State Controller's Report
5. Annual Street Report - The audit firm shall perform audit procedures of the Annual Street Report for the State Controller's Office.

C. Reports to be Included

In compliance with the above-mentioned scope of services, the following reports, responses, and follow up comments shall be prepared, when applicable:

1. **Annual Comprehensive Financial Report (ACFR):** The Annual Comprehensive Financial Report (ACFR) and the preparation of the financial statements, schedules, and accompanying notes are to be prepared by the audit firm for inclusion in the ACFR.
2. **Single Audit Report:** A Single Audit Report.
3. **Agreed-Upon Procedures Applied to Appropriations Limit (GANN):** A report on the review of the City's Agreed-Upon Procedures applied to Appropriations Limit (GANN).



4. **State Controller's Cities Financial Transactions Report:** A report of the annual Cities Financial Transactions Report for the State Controller's Office per Government Code section 53891.
5. **Annual Street Report:** A report of the Annual Street Report for the State Controller's Office per California Streets and Highways Code Section 2151.
6. **Other Auditor Communications or Other Governing Standards:** A report on Other Auditor Communications required by SAS or other governing standards.
 - a. The audit firm shall issue a separate "management letter," addressed to the City Manager that includes recommendations for improvements in internal controls, accounting procedures, and other significant observations that are considered to be non-reportable conditions.
7. **California Housing Successor Agencies Compliance Report:** A Compliance Report for California Housing Successor Agencies.
8. **Parking Authority:** A report of the City's Parking Authority.
9. **Paramount Public Financing Authority:** A report of the City's Paramount Public Financing Authority.
10. **Other Reports:** Any reports on compliance and internal controls shall include all instances of noncompliance.

D. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of Paramount of the need to extend the retention period. The auditor will be required to make working papers available to the City of Paramount or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

E. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of the following parties: the City Manager, the City Attorney, the Assistant City Manager, and the Finance Director.



F. Special Considerations

From time to time, the auditor may be requested to perform certain agreed upon procedures to review compliance with contractual agreements or certain provisions of the municipal code (e.g., utility users tax audits, gross receipts audits, etc.). Prior to the commencement of these agreed upon procedures, the estimated cost will be provided and shall not exceed the quoted hourly rates.

The auditors are expected to keep the City informed of new state and national developments affecting governmental finance and reporting standards and trends, including upcoming GASB pronouncements and provide advice for extraordinary transactions. This shall include one (1) formal updating session per fiscal year with the selected members of the City's financial accounting staff. If there is a charge for this, the cost must be separately identified in the firm's cost proposal.

The City of Paramount will send its Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. The Auditor will be required to provide special assistance to the City of Paramount to meet the requirements of this program.

G. Subcontracting

Should any auditing firm submitting a proposal consider subcontracting portions of the engagement, that fact must be clearly identified in the proposal along with the name of the proposed subcontracting firms. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the City of Paramount.

III. TIME REQUIREMENTS

A. Audit Schedule

Audit planning, including all necessary planning for documentation of systems of internal control and compliance and transaction testing should be completed during the interim stage in June of each year. The City performs sixty (60) days of accrual and posts in July and August of each year. It is expected that the City will close its books and be ready for the final audit by the end of September or the beginning of October, unless otherwise notified.

B. Entrance Conferences, Progress Reporting, and Exit Conferences

At a minimum, the following conferences should be planned and included in the overall audit plan:

- i. Entrance Conference: An entrance conference should be scheduled prior to beginning interim fieldwork.
- ii. Progress Reports: Progress reports are expected on at least a monthly basis to the Director of Finance with the Final Report, including the Management Letter.



- iii. Exit Conference: An exit conference to summarize the results of fieldwork and to review significant findings is expected on the last day of fieldwork or shortly thereafter.

IV. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department Assistance

The Finance Department staff will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the City, with the assistance of the auditor.

B. Work Area, Telephone, and Office Equipment

The City will provide the auditor with reasonable workspace, desks, and chairs. The auditor will also be provided with access to a telephone, internet connectivity, a computer with access to the general ledger system, and photocopying machines.

C. Report Preparation

The preparation, editing, printing, tabbing, and binding of reports shall be the responsibility of the auditor. The City will require fourteen (14) printed copies, including PDFs and electronic files, of the City's ACFR for its elected officials and executive staff.

- i. Five (5) printed copies – Elected Officials
- ii. Four (4) printed copies – City Manager, Assistant City Manager, City Attorney, and City Clerk
- iii. Five (5) printed copies – Department Directors

V. DETAILED PROPOSAL FORMAT AND CONTENTS

A. Submittal Information and Instructions

All questions about this proposal and/or the submittal process should be directed to Financial Services Manager Anthony Martinez at amartinez@paramountcity.gov. The subject line must read as follows: "City of Paramount RFP Auditing Services – Question Title." For example, "City of Paramount RFP Auditing Services – Scope of Services"

All hard copy bid proposals (Detailed and Cost Proposals) shall be sent to the following address:

City of Paramount - Finance Department
Attn: Anthony Martinez, Financial Services Manager
16400 Colorado Avenue
Paramount, CA 90723



CITY OF PARAMOUNT

FINANCE DEPARTMENT

16400 Colorado Avenue, Paramount, California 90723 www.paramountcity.gov

All PDF copy bid proposals must be submitted via email to the Finance Department at amartinez@paramountcity.gov with the subject line of the email shall read, “City of Paramount RFP Auditing Services – Your Company/Firm Name.”

Both hard copy and electronic bid proposals must be received no later than Friday, May 8, 2026, before 5 p.m. (PST). All proposals received after that time will not be accepted.

Request for Proposals Issued	April 2, 2026
Due Date to Submit Proposals	May 8, 2026, Before 5:00 P.M. (PST)
Virtual/In-Person Interviews at City’s Discretion	TBD
Notification of Recommended Selection	TBD
Contract Awarded by the City Council	TBD
Annual Timeline to Consider:	
Commencement of Interim Audit	TBD
Commencement of Fiscal Year Audit	TBD
ACFR presentation to Council	TBD

B. Format of Detailed Proposal

The format of the Detailed Proposal shall be as follows:

1. *Title Page*
The title page must show the Request for Proposals subject, name of the audit firm, local address, telephone number, name, title, date of submission, and email address of the primary point of contact.
2. *Table of Contents*
The table of contents should include a clear and complete identification of the materials submitted by section and page number, cross-referencing the sections and page numbers in the Request for Proposals.
3. *Transmittal Letter*
The transmittal letter should include a general introduction that briefly states the Proposer’s understanding of the audit services to be performed. Also, a positive commitment to perform the service within the specified period, the name(s) of the person(s) authorized to represent the Proposer, the title, the address, and the telephone number.
4. *Detailed Proposal*
The Detailed Proposal should follow the order outlined in *Section V – C: Contents of Detailed Proposal*
5. *Auditor Information Sheet*
The Auditor Information Sheet must be submitted



6. *Cost Bid*

The Request for Proposals should include the requested fee schedules.

7. *Appendices or Exhibits*

Any appendices or exhibits should be included as needed.

C. Contents of Detailed Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the auditing firm seeking to undertake an independent audit of the City of Paramount in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than the form or manner of presentation.

The Technical Proposal should demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should also address all points outlined in the Request for Proposals. The cost information should only be included in the Cost Proposal Section. No dollar amounts should be included in the Technical Proposal.

The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this request for proposals.

While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

1. Independence

The audit firm should provide an affirmative statement that it is independent of the City of Paramount as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The firm also should provide an affirmative statement that it is independent of all the component units of the City of Paramount as defined by those same standards.

The audit firm should also list and describe the firm's professional relationships involving the City of Paramount or any of its component units/agencies, for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.



2. License to Practice

An affirmative statement must be included verifying the firm and all assigned key professional staff that are properly licensed to practice in the State of California.

3. Business License

The audit firm selected is required to possess a City of Paramount Business License while conducting any work for the City under the contract.

4. Indemnification and Insurance

The audit firm selected shall demonstrate its willingness and ability to possess and provide the required indemnification and insurance coverage as described in Section 10 and Section 12 of the Agreement for Professional Services, which is attached to this Request for Proposals.

5. Firm Qualifications and Experience

To qualify, the audit firm must have extensive experience in audits of local governments, as well as experience with preparation of the Annual Comprehensive Financial Reports prepared in accordance with Generally Accepted Accounting Principles (GAAP). The audit firm should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Staff consistency is an important consideration.

The audit firm must provide a list of all current municipal clients. The audit firm is also required to submit a copy of a report on its most recent external quality control review (peer review), with a statement whether that quality control review included a review of specific government engagements (required by current Government Audit Standards).

The audit firm shall also provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. The audit firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

6. Partner, Supervisory, and Staff Qualifications and Experience

The audit firm should identify the principal supervisory and management staff, including engagement partner, manager, specialists, and other supervisors who would be assigned to the engagement and indicate whether each such person is registered or licensed to practice as a certified public accountant in the State of California. The firm should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.



The audit firm should provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education of the specific staff to be assigned to this engagement. The firm should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, specialists, and other supervisory staff may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this Request for Proposals can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

7. Similar Engagements with Other Government Entities

For the audit firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last five (5) years that are similar to the engagement described in this Request for Proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

Also, please indicate whether the audit was part of an Annual Comprehensive Financial Report prepared in conformance with GAAP requirements. Information should be provided regarding clients that the firm serves that have received the CSMFO and GFOA awards.

Please provide a list of not less than five (5) client references for whom services similar to those outlined in the Request for Proposals are currently being provided. For each reference listed, provide the name of the organization, dates for which the service(s) were/are being provided, type of service(s) that were/are being provided, and the name, address, and telephone number of the responsible person within the organization. The City reserves the right to contact any of the listed references regarding the audit services performed by the audit firm.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in *Section II* of this Request for Proposals. In developing the work plan, reference should be made to such sources of information such as the City of Paramount's budget and related materials, organizational charts, manuals, programs, and financial and other management information systems. The audit firm will be required to provide the following information on their audit approach:



- a) Proposed segmentation for the engagement
- b) Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c) Sample size and the extent to which statistical sampling is to be used in this engagement
- d) Type and extent of analytical procedures to be used in this engagement
- e) Approach to be taken to gain and document an understanding of the City's internal control structure
- f) Approach to be taken in determining laws and regulations that will be subject to audit test work
- g) Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The audit firm should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

D. Contents of Cost Proposal

Important Notice: The Cost Proposal must be submitted as a separate file and PDF

1. Cover Page

The cost proposal must include a certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City.

2. Total All-Inclusive Maximum Price

The cost proposal should contain all detailed pricing information relative to performing the audit engagement for each of the three (3) contract years and each of the two (2) subsequent contract years as described in this Request for Proposals. The total all-inclusive maximum price to be bid is to contain all direct costs, indirect costs, one-time costs, and reoccurring costs, including all out-of-pocket expenses. The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

3. Manner of Payment

Progress payments will be made based on hours of work completed during the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month.



4. Rates by Partner, Manager, and Staff Level Times Hours Anticipated for Each

The cost bid section should also include a schedule of professional fees and expenses that supports the total all-inclusive maximum price.

5. Out-of-Pocket Expenses Included in the Total All-inclusive Maximum Price

All estimated out-of-pocket expenses to be reimbursed should also be presented within cost bid. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

6. Rates for Additional Professional Services

If it should become necessary for the City of Paramount to request the audit firm to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City and the audit firm. Any such additional work agreed to between City and the audit firm shall be performed at the same rates set forth in the schedule of fees and expenses.

VI. EVALUATION PROCEDURES

A. Selection Committee

Proposals submitted will be evaluated by the City's Finance Department and/or other internal departments. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether the proposal is selected.

B. Review of Proposals

The Selection Committee will evaluate each proposal during the review process to score proposals. The Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptable low technical score will be eliminated from further consideration. During the evaluation process, the City of Paramount reserves the right, where it may serve the City's best interest, to request additional information, conduct interviews, or seek clarification from proposers to allow corrections of errors or omissions.

C. Evaluation Criteria

Firms meeting the mandatory criteria will have their proposals evaluated for technical qualifications. Only those firms meeting minimum technical qualifications will be evaluated for price. The following represent the principal selection criteria, which will be considered during the evaluation process:



1. Mandatory Elements

- a) The audit firm is independent and licensed to practice in the State of California.
- b) The audit firm has no conflict of interest regarding any other work performed by the firm for the City.
- c) The audit firm adheres to the instructions to this Request for Proposals on preparing and submitting the proposal.
- d) The audit firm has a record of quality audit work.

2. Technical Quality

a) Expertise and Experience

- i. The audit firm's experience and performance on comparable government engagements with an emphasis on local experience.
- ii. The quality of the audit firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- iii. The audit firm's experience auditing Housing and aging Federal Financial Assistance programs.
- iv. The audit firm's experience in meeting GFOA requirements to receive ACFR award.
- v. The audit firm's experience in providing on-going financial consulting services to municipalities.

b) Audit Approach

- i. Adequacy of proposed staffing plan for various segments of the engagement.
- ii. Adequacy of sampling techniques.
- iii. Adequacy of analytical procedures.

3. Cost

- a. Reasonableness of rates, competitiveness with other offers received, and adequacy of data in support of figures quoted.

D. Interviews

During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on an audit firm's proposal. Not all audit firms may be asked to make such oral presentations. If interviews are needed, proposers will be given advance notice via email.



E. Final Selection

The City Council of the City of Paramount will select and approve an audit firm after considering the recommendation of the Selection Committee.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the audit firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the audit firm selected. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of these items.



RFP TERMS AND CONDITIONS

ASSIGNMENT AND SUBCONTRACTING

The Vendor/Firm selected under this RFP may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City. Notwithstanding the use of approved subcontractors, the Vendor/Firm, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Vendor/Firm. The Vendor/Firm is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP outside the United States.

CITY BUSINESS LICENSE

The Vendor/Firm selected under this RFP is required to obtain a City of Paramount Business License while conducting any work for the City under the contract.

CITY PURCHASING POLICY

Paramount Municipal Code (PMC) Title 4, Chapter 3.12, § 3.12.080 allows for contracts awarded for the performance of professional services be awarded by the City Council on the basis of the demonstrated competence of the contractors, and on the contractor's professional qualifications necessary for the satisfactory performance of the services required, and on the fairness and reasonableness of the cost of the services to the City, and shall not be awarded solely on the basis of cost. The competitive formal bidding requirements set forth in PMC § 3.12.060 are not applicable to the procurement of professional services.

CLARIFICATION

The City reserves the right, at its sole discretion, to request clarifications of RFPs or to conduct discussions for the purpose of clarification with any or all Vendor/Firms. The purpose of any such discussions shall be to ensure full understanding of the RFP. Discussions shall be limited to specific sections of the RFP identified by the City and, if held, shall be completed after initial evaluation of the RFP is complete. If clarifications are made because of such discussion, the Vendor/Firm shall put such clarifications in writing.

COLLUSION

By submitting a RFP, each Vendor/Firm represents, warrants guarantee that the price offered has been established without collusion with other eligible Vendor/Firms and without effort to preclude the City from obtaining a competitive price from a qualified Vendor/Firm so that City may accomplish its goal. Each Vendor/Firm represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Vendor/Firm has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that



the Vendor/Firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

CONFLICT OF INTEREST AND GRATUITIES

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with any award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract. The Vendor/Firm warrants that no gratuities, in the form of entertainment, gifts, or otherwise, were, or will be offered or given by the Vendor/Firm, or any agent or representative of the Vendor/Firm to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award. The Vendor/Firm warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract. The Vendor/Firm also warrants that, to the best of its knowledge, no officer, agent, or employee of the City who may participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Vendor/Firm's business.

CONSULTANT PARTICIPATION

The City reserves the right to share with any consultant of its choosing this RFP and proposal responses to secure a second opinion. The City may also invite said consultant to participate in the RFP Evaluation process.

CONTRACT NEGOTIATIONS

After a review of the information and completion of the demonstration, the City intends to enter contract negotiations with the selected Vendor/Firm. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period, the City will open negotiations with the next ranked Vendor/Firm.

DEBARMENT

The Vendor/Firm selected under this RFP guarantees that it, its employees, contractors, subcontractors, agents, or controlling interest holder are currently or has not been suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration or has been previously, on any debarred bidders list maintained by the United States Government. The Vendor/Firm must within 30 calendar days advise the City if, during the term of this Agreement, the Vendor/Firm becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or



Non-procurement Programs issued by the Federal General Services Administration. The Vendor/Firm will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Proposer. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, the prospective lower tier Vendor/Firm certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When the prospective lower tier Vendor/Firm is unable to certify to the City certification, such prospective Vendor/Firm shall attach an explanation to this RFP.

INCORRECT PROPOSAL INFORMATION

If the City determines that a Vendor/Firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Vendor/Firm knew or should have known was materially incorrect, that RFP will be determined non-responsive, and the RFP will be rejected.

INDEMNIFICATION AND INSURANCE

The Vendor/Firm selected under this RFP shall demonstrate its willingness and ability to possess and provide the required indemnification and insurance coverage as described in the Agreement for Professional Services.

INTERPRETATIONS AND ADDENDA

No interpretation made to any respondent as to the meaning of this RFP shall be binding on the City of Paramount unless repeated in writing and distributed as an addendum by the City. Interpretations and/or clarification shall be requested in writing.

PROFESSIONAL SERVICES AGREEMENT

The Vendor/Firm selected under this RFP is required to enter into a City Professional Services Agreement with the City of Paramount while conducting any work for the City under the contract.

PROHIBITION OF PROPOSER TERMS AND CONDITIONS

A Vendor/Firm may not submit the Vendor/Firm's own contract terms and conditions in response to this RFP. If an RFP contains such terms and conditions, the City, at its sole discretion, may determine the RFP to be a nonresponsive counteroffer, and the RFP may be rejected.



PROPOSAL AMENDMENTS

The City reserves the right to not accept any amendments, revisions, or alterations to information after the Deadline for Proposal Submission unless such is formally requested, in writing, by the City. Vendor/Firms are liable for all errors or omissions contained in their information. Vendor/Firms will not be allowed to alter any RFP documents after the deadline for submission.

PROPOSAL OF ADDITIONAL SERVICES

If a Vendor/Firm indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

PROPOSAL PREPARATION COSTS

The City will not pay any costs associated with the preparation, submittal, or presentation of any RFP.

PUBLIC RECORDS ACT

All information and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of an RFP does not affect this right. All RFP information, including detailed price and cost information, will be held in confidence during the evaluation process. Ownership of data, materials, and documents originated and prepared for the City pursuant to this RFP shall belong exclusively to the City and be subject to public inspection in accordance with the California Public Records Act and any other applicable government transparency laws. Trade secrets or other proprietary information submitted by a Vendor/Firm shall not be subject to public disclosure under the California Public Records Act, however, the Vendor/Firm must invoke its protections at the time the data, material, or documents are submitted. The Vendor/Firm must specifically identify the data, materials, or documents to be protected by highlighting them and marking them plainly as “Confidential,” “Trade Secret,” or “Proprietary” and state the reason the protection is necessary within the RFP, including citation to specific laws and supporting case law, if any, and a statement signed by legal counsel for the Vendor/Firm has made the determination that the request for such non-disclosure is legally appropriate and that the Vendor/Firm understands and acknowledges that Vendor/Firm is obliged to defend its alleged right to non-disclosure and hold harmless the City for all damages, costs, and fees. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Vendor/Firm submits is a trade secret. If a request is made for information marked as “Confidential,” “Trade Secret,” or “Proprietary” the City shall make a reasonably good faith effort to provide the Vendor/Firm who submitted the information with notice such that the Vendor/Firm may seek protection from disclosure by a court of competent jurisdiction. By submitting an RFP, the Vendor/Firm acknowledges and accepts that the contents of the RFP and associated documents will become open to public inspection.



RIGHTS OF THE CITY

The City reserves the right to:

- I. Make the selection based on its sole discretion
- II. Reject all information
- III. Issue subsequent RFPs
- IV. Postpone opening proposals, if necessary, for any reason
- V. Remedy errors in the RFP process
- VI. Approve or disapprove the use of particular subcontractors
- VII. Negotiate with any, all, or none of the Vendor/Firms
- VIII. Waive informalities and irregularities in the RFP
- IX. Enter into an agreement with another Vendor/Firm in the event the originally selected Vendor/Firm defaults or fails to execute an agreement with the City

RIGHT TO REFUSE PERSONNEL

The City reserves the right to refuse, at its sole discretion, any subcontractors, or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve all Vendor/Firm staff members.

RIGHT TO REJECT PROPOSALS

The City of Paramount reserves the right to reject any and all RFPs or any part of any RFP, to waive minor defects or technicalities, or to solicit new RFPs on the same project or on a modified project that may include portions of the originally proposed project as the City may deem necessary in its best interest or to cancel this RFP in its entirety. The City also reserves the right to negotiate with any Vendor/Firm, all or part of any RFP that is in the best interest of the City. Any RFP received which does not meet the requirements of this RFP may be nonresponsive, and the RFP may be rejected. Vendor/Firms must comply with all of the terms of this RFP and all applicable State laws and regulations. The City may reject any RFP that does not comply with all the terms, conditions, and performance requirements of this RFP. Vendor/Firms may not restrict the rights of the City or otherwise qualify their information. If a Vendor/Firm does so, the City may determine the RFP to be a nonresponsive counteroffer, and the RFP may be rejected. The City reserves the right, at its sole discretion, to waive variances in technical information provided such action is in the best interest of the City. Where the City waives minor variances in information, such waivers do not modify the RFP requirements or excuse the Vendor/Firm from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Vendor/Firm to strict compliance with the RFP.

SEVERABILITY

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the City and Vendor/Firms will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.



Auditor Information Sheet

Auditor Name: _____

Auditor Parent or Ownership: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Website: _____

Management person responsible for direct contact with the City and the services required for this Request for Proposal (RFP):

Name: _____

Title: _____

Telephone Number: _____

E-mail Address: _____

Who will be the Audit Manager for the City of South Gate Audit:

Name: _____

Title: _____

Telephone Number: _____



Cost Proposal Certification

The undersigned declares that he or she has carefully examined the Request for Proposal document and is thoroughly familiar with its contents and has satisfied himself or herself as to the nature and expectation of the work to be performed; is authorized to represent the proposing firm; and hereby agrees to perform the specified work for the cost quoted above in full.

Firm Name: _____

Firm Address: _____

Contact Name: _____

Contact Title: _____

Contact Phone: _____

Contact Email: _____

Signature of Authorized Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____