



**CITY OF SANTA MONICA
REQUEST FOR PROPOSAL
Marketing and Community Outreach Services**

**City of Santa Monica
City Manager's Office
Office of Communications
1685 Main Street, Room 209
Santa Monica, CA 90401**

ISSUE DATE: OCTOBER 4, 2016

QUESTIONS DUE: OCTOBER 11, 2016, 5:30PM

OPTIONAL PRE-PROPOSAL PHONE CONFERENCE: OCTOBER 17, 2016, 11:00AM

SUBMITTALS DUE: OCTOBER 24 2016, 5:30PM

FINAL CANDIDATE PRESENTATIONS/DEMONSTRATIONS: NOVEMBER 7 OR 9, 2016

APPROVED FOR ADVERTISEMENT:

City Contact:
Erin Taylor, Senior Marketing Manager
Erin.Taylor@smgov.net

Proposer RFP Checklist

- Read the entire document.** Note critical items such as mandatory requirements; supplies/services required; submittal dates; format and number of copies required for submittal; contract requirements (i.e., insurance, performance and or reporting, etc.).
- Note the City's contact name, address, phone numbers, and email address.** This is the only person you are allowed to communicate with regarding this RFP and is an excellent source of information for any questions you may have.
- Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
- Take advantage of the "question and answer" period.** Submit your questions to the City contact by the due date listed on the front page of the RFP document. View all answers given in the formal addenda issued for the RFP. All addenda issued for an RFP are posted on the City's online vendor portal: [Planet Bids](#) and will include all questions asked and answered concerning the RFP.
- Follow the format required in the RFP** when preparing your response. Provide point-by-point response to all sections in a clear and concise manner. The proposals are evaluated based solely on the information and materials provided in your response.
- Use forms provided**, i.e., cover page, sample budget form, certification forms, etc.
- Check the City's online vendor portal: [Planet Bids](#) for RFP addenda.** Before submitting your response, check whether any addenda were issued for the RFP. If so, you must submit a signed acknowledgment for each addendum issued along with your response
- Submit your response on time.** Note all the dates and times listed on the front page of the RFP document, and be sure to submit all required items on time. Late proposals are never accepted.

LETTER OF INVITATION FOR PROPOSAL

October 4, 2016

ATTENTION: Prospective Proposer

SUBJECT: REQUEST FOR PROPOSALS (RFP) CITY OF SANTA MONICA MARKETING & COMMUNITY OUTREACH SERVICES

You are invited to submit to the Office of Communications a proposal to provide Marketing and Community Outreach Services for the City of Santa Monica as outlined in the Scope of Work.

Potential proposers are invited to submit a proposal for one or more projects identified in the Scope of Work to furnish all of the labor, materials, and any other related items for the performance of a contract resulting from this Request for Proposals. The Office of Communications intends to award a contract(s) for a one-year term with an option to renew for three additional one-year terms.

All questions are to be submitted in writing to Erin Taylor, no later than **5:30pm, October 11, 2016**. By e-mail to: erin.taylor@smgov.net

An original and 5 (five) copies of all proposals must be submitted in sealed envelopes, by U.S. Mail, FedEx, UPS, or hand delivered to the address below, by **5:30 p.m. on October 24, 2016**.

City of Santa Monica
Office of Communications
Ms. Erin Taylor, Senior Marketing Manager
1685 Main Street, Room 209
Santa Monica, CA 90401

The Contract award(s) will be made to the proposer(s) whose proposal meets the requirements of the RFP and is most advantageous to Office of Communications based upon the proposal evaluation criteria. The Office of Communications reserves the right to reject any or all proposals, to waive informalities or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposal received.

Issued by:
City of Santa Monica's Office of Communications

Debbie Lee
Chief Communications Officer, Office of Communications

I. INTRODUCTION

The City of Santa Monica, (referred to hereafter as “the City”) is inviting proposals from qualified persons or firms interested in providing marketing and community outreach services to support three of the City’s five Strategic Goals. Potential proposers are invited to submit a proposal for one or more projects identified in the Scope of Work to furnish all of the labor, materials, and any other related items for the performance of a contract resulting from this Request for Proposals.

The City intends to take a phased approach to working on the projects, beginning with Project 1: Homelessness. Projects 2 and 3 may be implemented at a later date, at the City’s sole discretion with timelines determined in conjunction with the selected firm(s).

The Office of Communications intends to award a contract(s) for a one-year term with an option to renew for three additional one-year terms, to be exercised at the City’s sole discretion.

An optional pre-proposal phone conference has been scheduled for agencies to ask questions about the RFP. This pre-proposal conference has been scheduled for 11:00am, October 17, 2016 by dialing (408) 650-3123, **Access Code:** 803-947-965.

A. PROJECT DESCRIPTIONS/ SCOPE OF WORK

In August 2015, the Santa Monica City Council considered a host of possible policy and project initiatives and ultimately prioritized five goals that are expected to have the greatest affirmative effect on community safety, wellbeing, prosperity, quality of life and sustainability. The Five Strategic Goals inform and help prioritize the work of City staff over the coming years, as it continues to provide essential City services and programs. The individual/firm(s) to whom this Contract is awarded will work closely with, and on behalf of, the Office of Communications and partnering with a range of City staff to integrate work, provide expert and creative marketing and community outreach planning and implementation support.

The selected firm(s) will develop an integrated marketing and community outreach plan to elevate the strategic goals (listed below) that compliments “[GoSaMo](#)”, the City of Santa Monica’s campaign that was launched in May 2016 to elevate the Mobility strategic goal.

Project 1: Homelessness

For the more than 700 homeless individuals in Santa Monica and over 44,000 living in Los Angeles County, life is a year-round struggle. Santa Monica has long been a leader in providing resources and assistance to the most vulnerable members of society. The City is a leader in providing support and services to address homelessness and desires to raise the level of awareness among residents, businesses, and visitors and work together to tackle this issue. The marketing and outreach efforts for this Strategic Goal include educating, informing, and engaging residents, businesses, and visitors so they may gain an understanding of the City’s commitment and efforts in addressing homelessness and embark on behavior changes that participate in and/or support solutions.

Project 2: Inclusive + Diverse Community

The focus of this goal is to maintain an inclusive and diverse community, through efforts like increasing affordable housing, celebrating diversity, raising workers’ incomes, and helping

Santa Monicans stay in their homes. The marketing and outreach efforts for this Strategic Goal include educating, informing, and engaging residents, businesses, and employees so they may gain an understanding of the City's commitment and efforts to ensure Santa Monica is an inclusive and diverse community.

Project 3: Learn + Thrive

Lifelong learning has been a priority in Santa Monica for many years, shaped through the City's collaboration with schools, service providers, residents and community leaders. Learn + Thrive builds upon the work already accomplished by the Santa Monica Cradle to Career Initiative (SMC2C), and through the wide range of cultural, art, educational and recreational classes, story-times and workshops offered by the City's Community and Cultural Services Department and our five-star public library system. The marketing and outreach efforts for this Strategic Goal include educating, informing, and engaging residents, businesses, and employees so they may gain an understanding of the City's commitment and efforts in ensuring residents and employees have an environment to learn and thrive in Santa Monica.

Proposal Calendar

The following is a list of key dates:

| | |
|---|--|
| Request for proposals issued..... | October 4, 2016 |
| Submission of Questions | Prior to or by 5:30pm October 11, 2016 |
| Pre-proposal conference (optional)..... | 11:00am October 17, 2016 |
| Proposals due to City Contact..... | Prior to or by 5:30pm October 24, 2016 |
| Final candidate presentations..... | Tentatively November 7 or 9, 2016 |
| City Council award of bid..... | Tentatively January 10, 2017 |

Scope of Work

The following defines the tasks associated with this project that may expand as the need arises. Other tasks not listed but considered to be critical to the success of the marketing and community outreach efforts may be offered at the proposer's discretion in order to effectively demonstrate capability and experience. Firms submitting proposals may subcontract portions of the scope to other firms. If the proposer plans to subcontract any portion of the project, the name of the proposed subcontractor must be clearly identified in the proposal. Any changes or additions to the list of proposed subcontractors after award shall be subject to the City's express prior written consent, which may be withheld in the City's sole discretion.

Marketing and outreach efforts related to the Strategic Goals may include:

1. Development an overarching, integrated campaign to support desired outcomes.
2. All strategies must comply with City [ordinances](#). The integrated marketing and outreach plan should include a variety of tactics that will be implemented across an entire year including:
 - **Community education.** This strategy will address methods for describing and/or demonstrating the opportunities and challenges associated with meeting the objectives of each Strategic Goal.
 - **General promotion/advertising.** This strategy will address print and digital mass media promotion/advertising.

- **Targeted promotion/advertising.** This strategy will define market specific advertising, such as multi-lingual, geographic, and targeted market segments.
 - **Experiential marketing.** Development of experiential tactics to encourage the community to gain an understanding of the City's approach to addressing each Strategic Goal.
 - **PR/Earned/Social Media.** This strategy will leverage local and regional PR/earned media opportunities to bring the information to new audiences.
 - **Community outreach.** This strategy will define methods for communicating with members of the community utilizing a variety of outreach tactics including, but not limited to: website, social media, brochures, mobile technology, direct mail, earned media and ad buys.
 - **Government and community relations.** This strategy will identify tactics for keeping community leaders informed about progress in addressing the Strategic Goals and encouraging their support.
3. Execution of tasks may include, but are not limited to, development and implementation of graphics, copy, and print and digital collateral of all marketing and communication materials.
 4. Implementation of all aspects of the marketing and community outreach plan in partnership with the Office of Communications.
 5. Establishing benchmarks and metrics—including milestone dates—on what would define a success and reporting against these metrics on a monthly basis. Provide methods for monitoring and measuring the effectiveness of the marketing and community outreach plan.

B. CITY CONTACT

Proposals are to be submitted to the City Contact. The City has designated Erin Taylor, as its contact (the "City Contact") for this request for proposals (this "RFP"). The City Contact's information is listed below:

Erin Taylor, Senior Marketing Manager
 City of Santa Monica,
 City Manager's Office/Office of Communications
 1685 Main Street, Room 209
 Telephone: (310) 458-8257
 Fax Number: (310) 917-6640
 E-mail: erin.taylor@smgov.net

Office Hours:

Monday through Thursday, 7:30 AM to 5:30 PM
 Alternate Fridays 8:00 AM to 5:00 PM

The City of Santa Monica offices are closed every other Friday. Please call to ensure that offices are open and that staff is available.

Any inquiries or requests regarding this procurement should be submitted to the City Contact in writing. Proposers may contact ONLY the City Contact regarding this solicitation. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

CITY'S ONLINE VENDOR PORTAL

The website for this RFP and related documents is:

[Planet Bids](#) or <http://vendors.planetbids.com/SantaMonica>. All project correspondence will be posted on the [Planet Bids](#) website. It is the responsibility of Proposers to check the website regularly for information updates and RFP clarifications, as well as any RFP addenda.

C. ORIGINAL DOCUMENTS

Proposer shall complete and return the following documents:

- Proposal (including cost proposal)
- RFP Addenda if issued
- Non-Discrimination Policy Acknowledgement
- Non-Collusion Affidavit (this does **not** need to be notarized)
- Certification Regarding Debarment

If you are selected to provide the service, you will need to submit the following forms:

- [Oaks Initiative Disclosure Form](#) (if the award amount is >\$25,000; identifies recipients of public benefit in relation to political donation restrictions: [click here](#) for more information)
- [Living Wage Certification](#) (if the award amount is >\$54,200 annually)

You must also obtain a business license, or provide your current business license number. You can go to the [Business License page](#) for more information.

The entire RFP does **not** need to be returned. The foregoing is provided as a courtesy only. Proposers should read the RFP carefully for document requirements. All documents contained in this RFP will be incorporated into any contract entered into with the best qualified person or firm.

D. BEST QUALIFIED PERSON OR FIRM

The award, if any, will be made to the best qualified person(s) or firm(s). In evaluating whether a proposer(s) is (are) the best qualified person(s) or firm(s) pursuant to the Santa Monica Municipal Code, City staff may utilize some or all of the following criteria:

1. The training, credentials and experience of the person or firm;
2. The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the services;
3. The capacity of the person or firm to perform the contract or provide the service promptly, within the time specified, and without delay;
4. The sufficiency of the person's or firm's financial and other resources;
5. The character, integrity, reputation and judgment of the person or firm;
6. The ability of the person or firm to provide such future service as may be needed;
7. The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive; and

8. Any other factor which will further the intent set forth in Section 608 of the City Charter.

The City shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above and is not required to select the lowest monetary proposer(s).

At a minimum, all prospective firms responding to this RFP must be able to demonstrate 5 or more years of experience in designing behavior change awareness campaigns, new product, or service launch marketing plans, to be considered. The Office of Communications intends to award a contract(s) for a one-year term with three additional one-year options for a total contract term of up to four years.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. GENERAL REQUIREMENTS

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

1. **Receiving Time / Late Proposals**

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the City prior to the proposal closing time. The receiving time in the City Office will be the governing time for acceptability of proposals.

Late proposals are not accepted regardless of postmark and will be returned unopened to the sender.

2. **Acceptance of Conditions Governing this RFP**

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

3. **Incurring Cost**

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

4. **Prime Consultant Responsibility**

Any agreement that may result from the RFP shall specify that the prime consultant is solely responsible for fulfillment of the agreement with the City. The City will make agreement payments only to the prime consultant.

5. **Sub-consultants**

Use of sub-consultants must be clearly explained in the proposal, and major sub-consultants must be identified by name. Prime consultants shall be wholly responsible for the entire performance whether or not sub-consultants are used.

6. **Amended Proposals**

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted

proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

7. **Proposer's Rights to Withdraw Proposal**

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

8. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.

9. **Best and Final Offer**

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

10. **Living Wage Requirement**

Any agreement issued as a result of this Request for Proposal may be subject to the City's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 (LWO), and its implementing regulations.

11. **Disclosure of Proposal Contents**

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 *et seq.*, and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

12. **No Obligation**

This RFP in no manner obligates the City to the eventual rental, lease, purchase, etc., of any goods or services offered until a valid written agreement is executed by the City and the selected proposer.

13. **Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Monica.

14. **Sufficient Appropriation**

Any agreement awarded for multiple years as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the selected proposer. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the selected proposer as final.

15. **Errors and Restrictive Specifications**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately notify the City Contact designated in Section I, B.

Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

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

16. **Legal Review**

The City requires that all proposers agree to be bound by the General Requirements contained in this RFP.

17. **Governing Law**

This RFP, and any agreement entered into pursuant to this RFP, are governed by the laws of the State of California.

18. **Oral Changes and Basis for Proposal**

Proposers may not rely upon oral explanations. All changes and addenda will be issued in writing. Only information supplied by the City in writing through the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

19. **Agreement Terms and Conditions**

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Exhibit A, Professional Services Agreement. However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Exhibit A, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

20. **Proposer's Terms and Conditions**

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in an agreement negotiated with the City.

21. **Proposer Qualifications**

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP.

22. **Right to Waive Minor Irregularities**

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

23. Change in Agreement or Representatives

The City reserves the right to require a change in the selected proposer or representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

24. City Rights

The City reserves the right to award the proposal to separate proposers on any of the services as set forth in the proposer's proposal. It is further understood that if the proposer to whom any recommended award is made fails to enter into an agreement with the City, award may be made to the next best qualified person or firm, who shall be bound to perform as if she, he or it received the award in the first instance.

25. Right to Publish

Throughout the duration of this procurement process and agreement term, potential proposers, and proposers, must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent agreement. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the agreement.

26. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the City of Santa Monica and are subject to the provisions of the California Public Records Act, as described in Section II. A. 11. herein.

27. Agreement Award

Proposal will be evaluated by a committee comprised of City staff and may include outside consultants (the "Evaluation Committee"). The Evaluation Committee will make an award(s) recommendation to City staff. City Council may give approval of the agreement and/or direct staff to negotiate the final terms and execute the agreement.

This agreement(s) shall be awarded to the proposer or proposers whose proposal is best qualified, taking into consideration the evaluation factors set forth in the RFP. The most qualified proposal may or may not have received the most points or be the lowest cost proposal. Proposers will be notified when the award is being made or an award recommendation goes to the City Council for approval.

28. Protest Deadline

All parties wishing to file a protest shall comply with the procedures set forth in Santa Monica Municipal Code section 2.24.105 found [here](#). Proposer may file a written protest with the [Director of Finance](#) no more than seven calendar days following the posting of award recommendation on the City's online vendor portal website.

Protests received after the deadline will not be accepted.

III. SUBMISSION FORMAT AND ORGANIZATION

A. RECYCLING / SUSTAINABILITY BID SUBMISSION GUIDELINES

When submitting documents to the City, prospective proposers are required to comply with the following guidelines: All submittals and copies shall be printed on 100% post-consumer waste recycled content or tree free paper.

- The minimum requirements for recycled content are as follows:
 - 20 lb. paper – 100% post-consumer recycled content.
 - Color bond paper; cover stock – minimum 30% post-consumer recycled content.
 - Glossy paper – minimum 15% post-consumer recycled content.
- All copies shall be double sided.
- The use of binders, plastic covers or dividers should be avoided.

These guidelines were developed as part of Santa Monica’s Sustainable City Program to promote waste reduction and resource conservation within the community. Thank you for your cooperation.

B. NUMBER OF RESPONSES

Proposers may submit multiple proposals, if desired. The City is not recommending or suggesting that proposers submit multiple proposals. The City is merely stating an available option. If a proposer chooses to submit multiple proposals, each must be entirely separate from the others. The Evaluation Committee will not collate, merge, or otherwise manipulate the proposer’s proposals.

C. NUMBER OF COPIES

Proposers shall provide five (5) identical copies of their proposal to the City Contact at the location specified in Section I. B on or before the closing date and time for receipt of proposals.

D. PROPOSAL FORMAT

1. Letter of Transmittal

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization;
- f. Acknowledge receipt of any and all amendments to this RFP.

2. Qualifications

Provide a brief summary of your firm’s history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.

3. Key Personnel

Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in key personnel prior to award.

4. References

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm’s role, and the start and completion date.

5. Project Work Plan

Describe your understanding of the project and approach. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

6. Cost Proposal

Provide a separate cost proposal for each of the three projects listed below. Include a menu of specific deliverables with related costs, and identify the hourly fee schedule for all personnel to be involved in the project. The hourly rates should include fringe benefits, indirect costs and profit. The Consultant should also indicate what percentage of the Scope of Work is expected to be completed by each individual or pay classification included in the cost proposal, and if applicable, include a schedule of reimbursable expenses. Also include a proposed payment schedule.

Project 1: Homelessness

Project 2: Inclusive and Diverse Community

Project 3: Learn + Thrive

IV. EVALUATION

A. EVALUATION POINT SUMMARY

All proposals meeting the requirements will be further evaluated using the same criteria and point structure. Evaluations will be based on the weighted criteria listed below, which correspond to information requested in various sections of the proposal:

Note: Only finalist proposers will receive points for references and an oral presentation and demonstration.

| CRITERIA | MAXIMUM POINTS |
|---------------------------------------|-----------------------|
| Experience / Technical Competence | 15 |
| Ability to Meet Work Plan / Timelines | 10 |
| Project Team | 10 |
| Cost of Services, Cost Control | 15 |
| Flexibility/Creativity/Responsiveness | 15 |
| Sample Materials | 20 |
| Presentation/Demonstration | 10 |
| References | 5 |
| TOTAL POINTS | 100 |

B. EVALUATION FACTORS

1. **Experience and Technical Competence:** Up to 15 points may be awarded based on the evaluation of the proposer's knowledge and prior experience. Evaluation will be based on relevant experience of key personnel based on resumes showing technical knowledge and experience. Evaluation will also be based on level of the firm's previous projects of comparable complexity, scale and nature; training and proven expertise in the area of work required; experience in projects completed for public entities; experience in projects with sensitive subject matter, and the firm's proposed work plan.
2. **Ability to Meet Project Work Plan and Timeliness:** Up to 10 points may be awarded based on the consultant's ability to perform the work within the desired time frame. The ability and past experience in assembling a highly qualified staff. The ability to provide the City with approval of management and representatives assigned to the engagement and provide assurance of resources to accommodate changes or turnover in staff. Efficiency and timeliness in completion of projects; specifically note where required reporting deadlines were not met.
3. **Project Team:** Up to 10 points may be awarded for relevant experience of key personnel based upon the resumes and experience narratives submitted. Assign points that may be earned by any proposer based upon qualifications of the project team.
4. **Cost of Services, Cost Control:** Up to 15 points that may be awarded for the lowest price, fixed or blended hourly rate or annual not to exceed fee listed separately for each contract term. The consultant's overall cost proposal for the project should reflect cost effective work and services. Cost control, performance within budget allocations, prudent auditing practices, management and clear and constant communication with City staff are essential to the success of this project. Brief descriptions of previous project experiences should be used as examples of how this was achieved with former clients, along with key examples of the firm's accuracy in cost estimating.
5. **Flexibility/Creativity/Responsiveness:** Up to 15 points may be awarded based on evaluation of the proposer's ability to be flexible, creative and responsive, including all sub-consultants. Brief descriptions of previous project experiences should be used as examples of how the consultant demonstrated flexibility, creativity and responsiveness in meeting the project goals and objectives with former clients. Evaluation will be based on documented experience on similar projects.
6. **Sample Material:** Up to points 20 may be awarded based on evaluation of the proposer's quality of work and their technical capabilities including all sub-consultants. Evaluation will be based on documented materials on similar projects.
7. **Presentation/Demonstration:** Up to 10 points may be awarded based upon effective communication and understanding of the project goals, experience with similar projects, accuracy and the applicability and quality of responses to questions.
8. **References:** Up to 5 points may be awarded for evaluation of proposer's work for previous clients receiving similar products and services to those proposed by the proposer for this project. Points that may be awarded based on evaluation of the proposer's quality of work and their technical capabilities including all sub-consultants. Evaluation will be based on documented experience on similar projects. Brief descriptions of previous project experiences should be used as examples of how quality control was achieved and goals were met with former clients.

C. CONSULTANT SELECTION PROCESS:

1. Selection

The City of Santa Monica has the sole authority to select the consulting firm and reserves the right to reject any and all proposals. The City reserves the right to approve all sub-consultants and or engineers proposed to be retained by the prime consultant. Upon signing of the agreement, no change in proposed personnel or sub-consultants can be made without the City's review and written authorization.

By submitting a response to this RFP, prospective consultants waive the right to protest after award or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to select any number of finalists. In addition, the City reserves the right to issue written notice to all participating firms of any changes in the proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary. The City reserves the right to request additional information from any proposing firm and to reject any and all proposals. All original work products, including computer files, shall remain the property of the City.

The City reserves the right to retain an expert to evaluate the consultant's work or qualifications at all stages in the selection process. Additionally, any contract entered into will be subject to termination at any stage if in the judgment of the City, such termination is in the best interest of the City. In the event such decision is made, appropriate written notice would be given before any termination and the consultant would be compensated on a pro-rata basis for work performed.

The responsible proposer whose proposal is the most advantageous to the City, taking to consideration all the evaluation factors will be recommended for the contract award. Notwithstanding the Evaluation Team's selection, the City reserves the right to award this RFP and the resultant Contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion. The City is the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP.

2. Contract Award and Execution

Selection of a proposer with whom the City enters into contract negotiations with, or a recommendation of an award by the Evaluation Team or any other party, does not constitute an award of Contract.

The RFP document and the successful party's proposal response, as amended by agreement between the City of Santa Monica and the successful party, may become part of the Contract documents. Additionally, the City of Santa Monica may verify the successful party's representations that appear in the proposal. Failure of the successful party to perform as represented may result in elimination of the successful party from further negotiation or in Contract cancellation or termination.

No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding. The City of Santa Monica shall not be bound, or in any way obligated, until the City has awarded the Contract and all documents have been executed. The proposing party may not incur any chargeable costs prior to final Contract execution.



City of Santa Monica Non-Discrimination Policy Acknowledgment

A. Discrimination.

Discrimination in the provision of services may include, but not be limited to the following:

- (a) Denying any person any service, or benefit or the availability of a facility.
 - (b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.
 - (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
 - (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
 - (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- (1) Consultant shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.
 - (2) Consultant shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Consultant of a complaint with respect to any alleged discrimination in the provision of services by Consultant's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Consultant of these procedures. A copy of these procedures shall be posted by Consultant in a conspicuous place, available and open to the public, in each of Consultant's facilities where services are provided hereunder.

B. Non-discrimination in Employment

- (1) Consultant certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:
 - (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
 - (b) Selection for training, including apprenticeship.

- (2) Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.
- (3) Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.
- (4) Consultant shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this non-discrimination policy.
- (5) Consultant certifies and agrees that it will deal with its sub-consultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.
- (6) In accordance with applicable State and Federal law, Consultant shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Consultant shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.
- (7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated State or Federal non-discrimination laws shall constitute a finding by City that Consultant has violated the provisions of this non-discrimination policy.
- (8) The parties agree that in the event Consultant violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- (9) Consultant hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Consultant receiving Federal Financial Assistance.

Signature/Date

Name of Proposer



NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

_____, being first duly sworn, deposes, and says: that He/She is:

(Insert "Sole Owner," "A Partner", "President," "Secretary," or other proper title)

of _____
(Insert name of proposer)

Who submits herewith to the City of Santa Monica the attached proposal; that He, She, It, or They is (are) the person(s) whose name(s) is (are) (strike out words not appropriate) signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant further deposes and says: that the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for himself, herself, itself, or themselves, an advantage over any other proposer. (strike out words not appropriate)

Affiant further deposes and says that prior to the public opening and recording of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
- (c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix any overhead, profit or cost element of his, her, its, their price, or of that of anyone else; and
- (d) Did not, directly or indirectly, submit his, her, its, or their proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposal in his, her, its, or their business. (strike out words not appropriate)

I declare under penalty of perjury that the foregoing is true and correct.

Signature/Date

Name of Proposer



**CITY OF SANTA MONICA
 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
 AND OTHER RESPONSIBILITY MATTERS**

This certification must be completed for your proposal to be considered.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) The Bidder and/or any of its Principals, contractors, subcontractors and sub recipients are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of or voluntarily excluded from participating in contracts by any Federal agency and are not presently on the Excluded Parties List System (EPLS) or being considered for the EPLS OR ineligible to work on contracts for violations of California Labor Code Sections 1777.1 or 1777.7;
- 2.) "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar position). ;
- 3.) The Bidder also certifies that if awarded a contract it shall provide immediate written notice to the City of Santa Monica if, at any time, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- 4.) A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by City of Santa Monica may render the Bidder non-responsive;
- 5.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6.) The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City of Santa Monica may terminate the contract resulting from this solicitation for default and pursue any other available legal remedies.

By signing below, I declare under penalties of perjury that the forgoing certifications and assurances, any other statements made by me are true and correct.

Name (printed): _____ Title: _____

Signature: _____ Date: _____

Name of Company: _____ RFP No. : _____

**CITY OF SANTA MONICA
OAKS INITIATIVE NOTICE**

**NOTICE TO APPLICANTS, BIDDERS, PROPOSERS
AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER
BENEFITS FROM THE CITY OF SANTA MONICA**

Santa Monica’s voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a “public benefit” to that person or entity. Examples of a “public benefit” include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative’s requirements. An information sheet on the Oaks Initiative is attached. You may obtain a full copy of the Initiative’s text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person who is seeking a “public benefit.” If the “public benefit” is sought by an entity, rather than an individual person, the information includes the name of every: (a) trustee, (b) director, (c) partner, (d) officer, or (e) ten percent interest in the entity. Therefore, if you are seeking a “public benefit” covered by the Oaks Initiative, you must supply that information on the Oaks Initiative Disclosure Form – see next page.



**CITY OF SANTA MONICA
OAKS INITIATIVE DISCLOSURE FORM**

All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners, and officers, and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XXII—Taxpayer Protection.

Name of Entity: _____

Name(s) of persons or entities receiving public benefit:

Name(s) of trustees, directors, partners, and officers:

Name(s) of those with more than a 10% equity, participation, or revenue interest:

Public benefits include:

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax “abatement, exception, or benefit” of a value in excess of \$5,000 in any 12-month period; or
7. Payment of “cash or specie” of a net value to the recipient of \$10,000 in any 12-month period.

Prepared by: _____

Signature: _____

Date: _____

Title: _____

FOR CITY USE ONLY:

Bid/PO/Contract # _____ Permit # _____

**CITY OF SANTA MONICA
LIVING WAGE ORDINANCE**

**Certification for Providers of Services to the City of Santa Monica
(Fiscal Year 16/17 – July 1, 2016 through June 30, 2017)**

***TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO
THE CITY OF SANTA MONICA IN EXCESS OF \$54,200***

The City of Santa Monica Municipal Code Chapter 4.65, Living Wage Ordinance (LWO), establishes a Minimum Wage of **\$15.87 per hour**¹ for certain employees of contractors providing services to the City where services exceed \$54,200 or more and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses.

An employee covered by the LWO is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license.

The Living Wage Ordinance applies the services sought pursuant to this bid and **bidders are required to prepare and return the Living Wage Certification Form**. If the bidder is selected, the bidder must maintain payroll records that include, at minimum, the full name of each employee providing services under the contract, job classification and rate of pay. Bids that fail to include Certification Forms may be considered non-responsive and excluded from further consideration.

Please prepare the following certification if you are a contractor engaging in a contract for services with the City of Santa Monica in excess of \$54,200.

Your signature on this certification grants the City permission to review any and all payroll books and records and any company documents pertaining to the benefits offered to employees to assure your compliance with the LWO during the term of the contract.

Please direct any questions and send the completed, signed Certification to:

City of Santa Monica Finance Department
Attention: Living Wage Compliance Section
1717 4th Street, Suite 250
Santa Monica, CA 90401

You can also contact staff regarding living wage ordinance questions by e-mail at finance.mailbox@smgov.net or by phone 310-458-8281.

¹Adjusted annually each July 1 by an amount corresponding to the previous year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers 1982-84=100 for Los Angeles-Riverside-Orange County, California



**CITY OF SANTA MONICA
LIVING WAGE ORDINANCE CERTIFICATION
July 1, 2016 through June 30, 2017**

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE
CITY OF SANTA MONICA IN EXCESS OF \$54,200
MINIMUM WAGE - \$15.87 per hour**

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE

If this contract is not subject to the Living Wage Ordinance requirements, please note the reason below and attach supporting documentation for exemption. For example, in order to be exempt pursuant to a collective bargaining agreement, a signed collective bargaining agreement must be attached.

- (a) _____ contractor is a government agency and is exempt
- (b) _____ contractor is a City grantee and is exempt
- (c) _____ contractor is a non-profit corporation and is exempt
- (d) _____ contractor is an employer whose employees are covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms
- (e) _____ contractor is a corporation providing banking services

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Santa Monica's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all terms of the LWO, as mandated in all sections of Santa Monica Municipal Code, Chapter 4.65. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the Director of Finance in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the Contractor as they relate to compliance with the LWO. Payroll records shall at a minimum include the full name of each employee performing labor or providing services under the contract, job classification, and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Contractor: _____ Bid Number (if applicable): _____

Service Description:

CITY OF SANTA MONICA BUSINESS LICENSE

WHO NEEDS A BUSINESS LICENSE?

1. Is this vendor physically located in the City of Santa Monica?
 - Yes** (Vendor must have a City of Santa Monica business license - contact the Business License unit for the appropriate forms. Skip question 2 & continue to “**ADDITIONAL REQUIREMENTS**” section below)
 - No** (Continue to the next question)

2. Does this vendor physically come into the City of Santa Monica to conduct business and/or make deliveries?
 - Yes** (Vendor must have a City of Santa Monica Out-of City Business License. - contact the Business License unit for the appropriate forms. Continue to “**ADDITIONAL REQUIREMENTS**” section below)
 - No** (STOP, no license needed)

ADDITIONAL REQUIREMENTS:

If this vendor is located in or comes into the City of Santa Monica to conduct business, in addition to having a [CITY OF SANTA MONICA BUSINESS LICENSE](#), they will be required to have insurance (see agreement for descriptions).

The business license documentation is only required from the successful Proposer.

EXHIBIT A

Contract No. ____ (CCS)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), entered into as of _____, 20____ (“Execution Date”), by and between the City of Santa Monica (“City”) and ABC Corporation (“ABC”), is made with reference to the following:

RECITALS:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. ABC is qualified to do business, and is doing business, in the State of California. ABC represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.
- C. The City and ABC now desire to enter into an agreement for ABC to provide professional services to the City.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

TERMS AND CONDITIONS

- 1. **Term.** This Agreement begins on the Execution Date and terminates on June 30, 20____, unless sooner terminated in accordance with Section 14.
- 2. **ABC Services.** ABC will perform all of the services (“Services”) described in Exhibit A, Scope of Services. ABC will complete the Services in accordance with Exhibit B, Budget.
- 3. **City Services.** The City agrees to:
 - 3.1 Make available to ABC any currently existing documents, data or information required for the performance of the Services.
 - 3.2 Designate a representative authorized to act on behalf of City.
 - 3.3 Promptly examine and render findings on all documents submitted for staff review by ABC.
- 4. **Compensation.** The City will compensate ABC for the Services performed in an amount not to exceed \$_____, as set forth in Exhibit B.
- 5. **Invoices.** ABC will invoice the City for the Services in accordance with Exhibit B and the City will pay any undisputed amount within 30 days of receipt.
- 6. **Notices.** All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on

the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

6.1 All notices, demands, requests or approvals to the City:

<Name of Division or Department>
City of Santa Monica
<Division or Department Address>
Santa Monica, California 90401
Attention: <Name of City Contact>
Re: Contract No. <Number>

with a copy to:

Santa Monica City Attorney's Office
1685 Main Street, Third Floor
Santa Monica, California 90401
Attention: City Attorney
Re: Contract No. <Number>

6.2 All notices, demands, requests or approvals to ABC:

ABC
1234 Main Street
Anytown, USA
Attention: ABC Person
<ABC's Contact Information>
Re: Contract No. <Number>

- 7. Independent Parties.** Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees will have any control over the conduct of ABC or any of ABC's agents, employees, or subconsultants, except as otherwise provided in this Agreement.
- 8. Integrated Contract.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by City and ABC, and approved as to form by the City Attorney.
- 9. Insurance.** Prior to commencing work, ABC must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by ABC or ABC's agents, representatives, employees or subconsultants for the duration of this Agreement. ABC must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit C, Insurance Requirements and Verifications.
- 10. Defense and Indemnification.**
- 10.1 Indemnification.** As to ABC's Services produced under this Agreement, ABC agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, boards and commissions, and employees (collectively, "City") from and

against any and all liability, claims, demands, damages, or costs, including but not limited to attorney's fees, or payments for injury to any person or property (collectively, "Losses") caused or claimed to be caused by the acts, errors and/or omissions of ABC, or ABC's employees, agents, officers, and subconsultants. ABC's responsibilities under this Section 10.1 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, which may be in combination with the acts or omissions of ABC, its employees, agents or officers, or subconsultants; provided, however, that ABC's duty to defend, indemnify, protect and hold harmless shall not include any Losses arising from the sole negligence or willful misconduct of the City. Notwithstanding ABC's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from ABC, if City chooses to do so.

10.2 Enforcement Costs. ABC agrees to pay any and all costs the City incurs enforcing the indemnity, defense and hold harmless provisions set forth in Section 10.1.

11. Prohibition Against Transfers.

11.1 ABC may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent will be null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.2 The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of ABC or of any general partner or joint venturer or syndicate member of ABC, if a partnership or joint venture or syndicate exists, which results in changing the control of ABC, will be construed as an assignment of this Agreement. Control means 50% or more of the voting power of the corporation.

12. Permits and Licenses. ABC, at its sole expense, must obtain and maintain during the term of this Agreement all required business and professional permits, licenses and certificates.

13. Waiver. A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

14. Default and Termination.

14.1 If ABC fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five days after the City's written notice of default specifying the nature of the default, City may immediately terminate this Agreement by written notice to ABC.

14.2 The City has the option, at its sole discretion and without cause, of terminating this Agreement by giving ten days' written notice to ABC. Upon termination of

this Agreement, City will pay ABC any compensation earned and unpaid up to the effective date of termination.

- 15. Compliance with Law.** ABC must comply with all laws of the State of California and the United States, and all ordinances, rules, and regulations enacted or issued by City.
- 16. Discrimination.** ABC may not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.
- 17. Nuisance.** ABC may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- 18. Records.**
 - 18.1** ABC must maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subconsultant costs, or other direct costs. ABC must keep the records, together with supporting documents, separate from other documents and records and maintain them for a period of three years after receipt of final payment.
 - 18.2** ABC must maintain records in sufficient detail to permit an evaluation of the Services and in accordance with generally accepted accounting principles. ABC must clearly identify all records and make them readily accessible to the City. At the City's request, ABC must provide records in an electronic format and, if necessary, access to any proprietary software to view such electronic records.
 - 18.3** ABC must allow the City to have free access to ABC's books and records and to inspect all work, data, documents, proceedings and activities related to this Agreement. The City has the right to examine or audit ABC's records, and ABC agrees to cooperate with any examination or audit of its records. If a City audit discloses an error of 5% or more in information reported by ABC, ABC agrees to pay the cost of the City's audit computed on the basis of four times the direct payroll of the audit staff completing the audit and audit report.
- 19. Work Product; Reports.**
 - 19.1** Any work product prepared or caused to be prepared by ABC or any subconsultant for this Agreement will be the exclusive property of City. No work product given to or prepared by ABC or any subconsultant pursuant to this Agreement may be made available to any individual or organization by ABC without prior written approval by City.
 - 19.2** At the City's request, ABC must furnish reports concerning the status of the Services.
- 20. Standard of Care.** ABC agrees to provide all Services, including services performed by any subconsultant, in a manner consistent with the level of care and skill ordinarily

exercised by members of ABC's profession currently practicing in the same locality under similar conditions.

21. Subconsultants.

21.1 If ABC proposes to have any subconsultant perform any part of the Services, ABC must submit a request for approval in writing, describing the scope of work to be subcontracted, the name of the proposed subconsultant, and the total price or hourly rates used in preparing an estimated cost for the subconsultant's services. The City, in its sole discretion, may grant or deny the request.

21.2 ABC will be responsible for the quality of any subconsultant's work. Every subcontract or agreement of any kind entered into between ABC and any subconsultant (or between any subconsultant and others) must contain the following provision:

This agreement is consistent with all terms and conditions of the Agreement No. _____ (CCS) entered into between the City of Santa Monica and ABC on _____.

22. Governing Law. The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.

23. Venue and Jurisdiction. The City and ABC agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

24. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

25. Exhibits. The following exhibits are incorporated by reference into this Agreement as though fully set forth herein.

- Exhibit A Scope of Services
- Exhibit B Budget
- Exhibit C Insurance Requirements

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

DENISE ANDERSON-WARREN
City Clerk

By: _____
RICK COLE
City Manager

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE
City Attorney

ABC Corporation

By: _____
Name: _____
Title: _____

Exhibit A
Scope of Services

Exhibit B
Budget

Exhibit C

Professional Services Agreement Insurance Requirements No Professional Liability

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope/Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Workers’ Compensation insurance as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease (see footnote #1).

If the Consultant maintains higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to coverage for 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 of Santa Monica.

Other Insurance Provisions

1. The policies are to contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insured Status (CGL):** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as Insurance Services Office Form CG 20 10 11 85.
 - b. **Primary Coverage (CGL and Auto):** For any claims related to this Agreement, the Consultant’s insurance shall be primary as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it.

- c. **Notice of Cancellation (all policies):** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
- d. **Waiver of Subrogation (all policies):** Consultant hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Consultant may acquire against the City of Santa Monica by virtue of payment of any loss. 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 of Santa Monica has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require the Consultant to purchase coverage with a lower deductible or retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Santa Monica may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, the City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. All exceptions must be approved in writing by the Risk Manager.

Footnotes

- # 1: Workers' Compensation insurance coverage is not required if the Consultant does not have employees. The Consultant must, however, execute the City's Workers' Compensation Coverage Exemption Declaration Form.