



**CITY OF SANTA MONICA
REQUEST FOR QUALIFICATIONS (RFQ)**

SEASCAPE EDITOR AND WRITER

**Office of Communications
1685 Main Street, Room 209
Santa Monica, CA 90401**

Request for Qualifications issued..... March 17, 2017
Questions Due Prior to or by 5:30pm, March 27, 2017
Optional pre-proposal phone conference 11:00am, March 28, 2017
 By calling 310-899-5816
Proposals due..... Prior to or by **5:30pm, April 3, 2017**
Interviews (top candidates only)..... April 6 - 12, 2017

**APPROVED FOR ADVERTISEMENT:
Erin Taylor, Senior Marketing Manager**

Proposer RFQ Checklist

Critical Things to Keep in Mind When Responding to an RFQ for the City of Santa Monica

- 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 RFQ 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 RFQ.
- 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 RFQ document. View all answers given in the formal addenda issued for the RFQ. All addenda issued for an RFQ are posted on the City's online vendor portal: [Planet Bids](#) and will include all questions asked and answered concerning the RFQ.
- Follow the format required in the RFQ** 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 RFQ addenda.** Before submitting your response, check whether any addenda were issued for the RFQ. 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 RFQ document, and be sure to submit all required items on time. Late proposals are never accepted.

I. INTRODUCTION

The City of Santa Monica, (referred to hereafter as “the City”) is soliciting qualifications from experienced editors and writers (referred to hereafter as “Contractors”) for consultant services. The Contractor(s) selected as a result of this solicitation may be contracted for an initial term of one year, with two one-year option renewals, to be exercised at the City’s sole discretion.

A. PROJECT DESCRIPTION/ SCOPE OF WORK

The City of Santa Monica’s Office of Communications seeks an individual or firm to coordinate the production of the City’s newsletter, *Seascope*, and other marketing/communications related deliverables. Contractor would perform the following responsibilities:

- Coordinate with City staff and contractors, (i.e., designers, photographers, writers, artists, translators) to manage production and deadlines for online and/or print publishing cycle
- Receive content from City staff to review, revise and edit
- Work with City staff and/or contractor to plan, organize and manage the layout of text, images, artwork, photos and other content
- Suggest stories, generate headline ideas and/or research and write stories that are in alignment with the City of Santa Monica’s messaging, strategic goals, and services
- Set publication standards and establish goals and expectations; coordinate with City staff and other contributors to ensure that content is submitted on time
- Proofread, edit and improve stories; ensure the proper grammar, spelling, syntax and style of a variety of stories and content
- Check content/facts for accuracy and errors; work with City staff and other contributors to obtain correct information where needed and to make necessary corrections and adjustments

Examples of *Seascope* are available in PDF on the City’s website; please visit smgov.net/seascope. Hard copies may be obtained by visiting City Hall, the Public Safety Facility, or any City library branch or park with a public counter to pick one up.

Seascope is currently a bi-monthly publication of 16 pages measuring 16.75 inches tall by 10.875 inches wide, and is produced in both English and Spanish. However, during the term of this contract, *Seascope* may change to a shorter publication with a more frequent production schedule and the content produced will be distributed using more digital methods (e.g. city blog, social media).

SEASCAPE PRODUCTION SCHEDULE – FY 2017-18

The final production schedule, with exact dates, for each Fiscal Year (July – June) will be determined prior to the beginning of each Fiscal Year. Below is a representation of what the schedule may look like.

SIX ISSUES PER YEAR

- Issues will be printed/delivered every two months for Sept/Oct, Nov/Dec, Jan/Feb, Mar/Apr, May/Jun and Jul/Aug.
- Each issue will be scheduled for USPS delivery during the last week of the month prior to the issue date (i.e. the Nov/Dec issue will be out for delivery in the last week of October)
- The final file will go to the Printer approximately 7 to 10 days before USPS delivery.
- The Seascapes will be delivered to USPS at least one day prior to the scheduled USPS delivery date.
- Seascape content is posted to city blog, website, and via social post print production.
- Example: File to Printer 10/17; Seascape to Post Office 10/26; USPS delivery 10/27

TWELVE ISSUES PER YEAR

- Issues will be printed/delivered every month for each Fiscal Year.
- Each issue will be scheduled for USPS delivery during the last week of the month prior to the issue date (i.e. the Nov issue will be out for delivery in the last week of October)
- The final file will go to the Printer approximately 7 to 10 days before USPS delivery.
- The Seascapes will be delivered to USPS at least one day prior to the scheduled USPS delivery date.
- Seascape content is posted to city blog, website, and via social post print production.
- Example: File to Printer 10/17; Seascape to Post Office 10/26; USPS delivery 10/27

Proposer shall provide samples of relevant work as part of their proposal. Proposer shall describe their role in the production of the samples, along with an estimate of their hours worked on the project to produce the sample, timeline for the project, and the total budget for the project. Proposer should address how samples of work were distributed in both print and digital formats. Proposer shall provide a minimum of three samples.

Proposals will be evaluated on relevance of work samples to the type of work to be performed for City, quality of work samples, appropriate number of hours spent on project, experience, references and hourly rate.

Proposal Calendar

The following is a list of key dates:

Request for Qualifications issued.....	March 20, 2017
Questions Due.....	Prior to or by 5:30pm, March 27, 2017
Optional pre-proposal phone conference	11:00am, March 28, 2017
By calling <u>310-899-5816</u>	
Proposals due.....	Prior to or by 5:30pm, April 3, 2017
Interviews (top candidates only).....	April 6 - 12, 2017

B. CITY CONTACT

The City has designated Erin Taylor as its contact (the “City Contact”) for this Request for Qualifications (this “RFQ”). The City Contact’s information is listed below:

Erin Taylor, Sr. Marketing Manager
City of Santa Monica, Office of Communications
1685 Main Street, Room 209
Santa Monica, CA 90401
Telephone: (310) 458-8257 Ext: 2349 | 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 RFQ 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 RFQ clarifications, as well as any RFQ addenda.

C. CITY DOCUMENTS

Proposer shall complete and return the following documents:

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

Selected Proposer will be required to return the following documents:

- Business License
- Oaks Initiative Disclosure Form
- Living Wage Certification (*if applicable*)

D. BEST QUALIFIED PERSON OR FIRM

The award, if any, will be made to the best qualified person or firm(s). In evaluating whether a proposer(s) is (are) the best qualified person 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 character, integrity, reputation and judgment of the person or firm;
5. The ability of the person or firm to provide such future service as may be needed;
6. The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive; and
7. 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.

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. Telegraphic, telephonic and facsimile proposals will not be accepted.

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

2. Acceptance of Conditions Governing this RFQ

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

3. Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFQ shall be borne solely by the proposer.

4. Prime Contractor Responsibility

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

5. 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.

6. 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.

7. Living Wage Requirement

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

8. 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.

9. No Obligation

This RFQ 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.

10. Termination

This RFQ 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.

11. Sufficient Appropriation

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

12. Errors and Restrictive Specifications

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the proposer should immediately notify the City Contact at (310) 458-8257 designated in Section I, paragraph 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 RFQ 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.

13. Legal Review

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

14. Governing Law

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

15. 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 RFQ should be used as the basis for the preparation of proposals.

16. 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, Contractual 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 RFQ.** The contents of this RFQ, 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 the Contractual Services Agreement, 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.

17. 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 RFQ.

18. 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.

19. Change in Agreement or Representatives

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

20. 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 bidder, who shall be bound to perform as if she, he or it received the award in the first instance.

21. Right to Publish

Throughout the duration of this procurement process and agreement term, potential proposers, proposers, and contractor 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.

22. Ownership of Proposals

All documents submitted in response to the RFQ 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.8. herein.

23. Agreement Award

Proposal will be evaluated by a Review Group comprised of City staff. The Review Group will make an award recommendation to City staff.

This agreement(s) shall be awarded to the proposer or proposers whose proposal is the best bidder, taking into consideration the evaluation factors set forth in the RFQ. The best bidder may or may not have received the most points or be the lowest cost proposal.

24. Protest Deadline

All parties wishing to file a protest shall comply with the procedures found here. Proposer may file a written protest with the Purchasing Agent 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. SUSTAINABILITY BID SUBMISSION GUIDELINES

Proposers shall email or mail their proposal to the City Contact listed in Section I.B. All proposals must be received by the City on or before the closing date and time for receipt of proposals. Email is preferred. Please note if emailing, the size of email must not exceed 20 megabytes (MB). If total email is greater than 20 MB, multiple emails can be sent.

When submitting printed 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. PROPOSAL FORMAT

The proposal must detail the proposer's experience in work of similar scope and nature to the work submitted for. The City encourages minority participation.

1. Letter of Transmittal

- a. Identify the submitting organization
- b. Resume/list of previous clients/jobs from the last five years
- c. Acknowledge receipt of any and all amendments to this RFQ
- d. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- e. 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;
- f. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- g. Be signed by the person authorized to contractually obligate the organization;

2. Qualifications

A description of the contractor's qualifications with emphasis on previous jobs of this type. Previous projects will include the proposer's specific role in the project including the names and title of lead project staff; project names; project dates; locations; and explanation of the client's reception of the final project.

3. Sample Materials

Include relevant writing samples as well as sample materials produced of similar size and complexity (e.g. multiple stakeholders, complex deadlines including writing, editing, design, integrated digital and print implementation).

4. Recommended Production Process.

Include a recommendation of how you would work with the City to produce a monthly or bimonthly community newsletter. Include all steps in the process including key project milestones, sign offs required and notes about critical steps to support production/delivery.

Include proposed production timelines for six issues per year, and for 12 issues per year.

5. Quote

For purpose of evaluation, provide a proposed hourly fee schedule for all personnel to be involved in the projects. The hourly rates should include fringe benefits, indirect costs and profit. Additionally, if applicable, a schedule of reimbursable expenses should be included.

6. 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 role, and the start and completion date.

7. Sub-contractor

The use of sub-contractors is prohibited. All work under the aforementioned scope of services must be performed by the contractor.

8. Page Limit

Proposals shall be limited to no more than five, single sided 8.5"x11" pages whether email or hard copy. This includes the Letter of Transmittal, Qualifications and Quote. This does not include Sample Materials, Non-Collusion Affidavit, and the Certification Regarding Debarment.

9. Santa Monica Business License

A Santa Monica Business License may only be required from vendors selected to work on a project. A Business License is not required to submit the RFQ.

IV. EVALUATION AND SELECTION

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:

CRITERIA	MAXIMUM POINTS
Experience and Sample Materials	15
Recommended Production Process	15
Ability to Meet City Requirements	10
Vendor Team Qualifications and References	15
Cost	20
Interview	25
TOTAL POINTS	100

B. EVALUATION FACTORS

A maximum of 100 points may be awarded based upon the quality and thoroughness of the proposer’s response to each evaluation factor as follows.

Experience and Sample Materials: Up to 15 points that may be awarded based on evaluation of the proposer’s experience and submitted sample materials. Evaluation will be based on documented experience on similar projects.

Recommended Production Process: Up to 15 points may be awarded based on the evaluation and thoroughness of the proposer’s process for producing *Seascape* on a monthly or bimonthly basis.

Ability to Meet City Requirements: Up to 10 points may be awarded based on the perceived ability of the vendor to meet City requirements for a timely production schedule and the ability to effectively meet deadlines.

Vendor Team Qualifications and References: Up to 15 points that may be awarded for relevant experience of key personnel based upon the resumes and experience narratives submitted as well as discussions with references receiving similar products and services to those proposed by the proposer of this project.

Cost: Up to 20 points that may be awarded for the lowest price.

Interview: Up to 25 points may be awarded based on responses to interview questions. Note: only top candidates based on scores from the other evaluation factors will be invited for an interview.

C. CONTRACTOR SELECTION PROCESS

Selection

The City of Santa Monica has the sole authority to select the contractor(s) and reserves the right to reject any and all proposals. The completion of the selection process does not obligate the City to enter into any agreement with any or all of the short listed and ranked contractor(s).

The City's policy is to screen contractor(s) based upon their qualifications summary and similar project reference checks. Factors to be considered in initial screening and final selection may include but are not limited to section B above.

1. All proposals will be reviewed for compliance with the mandatory minimum requirements as stated within the RFQ. Proposals deemed non-responsive will be eliminated from further consideration.
2. The City may contact the proposer for clarification of their response.
3. The City may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible proposers with the highest scores may be selected as finalist based upon their initial proposals or the City may proceed with the proposer receiving the best score. Finalists who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

The proposals will initially be evaluated by a Review Group selected for this project. The review group will assess and rate each proposal based on the selection criteria listed in the RFQ. A short list of proposers(s) will be selected.

The City of Santa Monica has the sole authority to select the contractor and reserves the right to reject any and all proposals.

By submitting a response to this RFQ, prospective contractor waives the right to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. 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 contractors 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 contractor 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 contractor'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 contractor would be compensated on a pro-rata basis for work performed.

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 Review Group or any other party, does not constitute an award of Contract. Once the City formally awards the contract, the successful consultant will be notified to enter into an agreement. If the selected consultant does not enter into the agreement, the City will begin negotiations with the second highest ranking proposing consultant.

Please review all contract forms prior to submitting a proposal. The City of Santa Monica intends to use these forms as the baseline agreements with the successful consultant. The City will not entertain proposals to make material changes to the contract form once the project has been awarded. If you wish to request changes to the contracting forms, you must do so during the proposal process. In addition, the City requires compliance with several other policies and ordinances, proposing consultants will need to complete these Exhibits and submit with their Proposal.

The RFQ document and the successful proposal response, as amended by agreement between the City of Santa Monica and the successful consultant, will become part of the contract documents. Additionally, the City of Santa Monica may verify the successful consultant's representations that appear in the proposal. Failure of the successful consultant to perform as represented may result in elimination of the successful consultant 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 consultant 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 consultant may not incur any chargeable costs prior to final contract execution.



City of Santa Monica

NON DISCRIMINATION POLICY ACKNOWLEDGEMENT

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) Contractor 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) Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

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

B. Non-discrimination in Employment

- (1) Contractor 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. Contractor 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) Contractor agrees to post in conspicuous places in each of Contractor'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) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, 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) Contractor 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 Contractor's commitments under this non-discrimination policy.
- (5) Contractor certifies and agrees that it will deal with its subcontractors, 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, Contractor 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. Contractor 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 Contractor has violated State or Federal non-discrimination laws shall constitute a finding by City that Contractor has violated the provisions of this non-discrimination policy.
- (8) The parties agree that in the event Contractor 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) Contractor 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 Contractor receiving Federal Financial Assistance.

Signature

Name of Proposer



NON COLLUSION DECLARATION TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

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

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

of _____
(Insert name of bidder)

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.

Declarant further deposes and says: that the bidder 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 bidder, or anyone else interested in the proposed contract; that the bidder has not in any manner sought by collusion to secure for himself, herself, itself, or themselves, an advantage over any other bidder. (strike out words not appropriate)

Declarant further deposes and says that prior to the public opening and reading of bids the said bidder:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his / her bid;
- (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 bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid, depository, or to any member 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 bidder 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

Name of Proposer

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. The Oaks Initiative requires the City to provide this notice and information about the Initiative's requirements. You may obtain a full copy of the Initiative's text from the City Clerk.

This information is required by City Charter Article XXII—Taxpayer Protection. It prohibits a public official from receiving, and a person or entity from conferring, specified personal benefits or campaign advantages from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. The prohibition applies within and outside of the geographical boundaries of Santa Monica.

All persons or entities applying or receiving public benefits from the City of Santa Monica shall provide the names of trustees, directors, partners, and officers, and names of persons with more than a 10% equity, participation or revenue interest. An exception exists for persons serving in those capacities as volunteers, without compensation, for organizations exempt from income taxes under Section 501(c)(3), (4), or (6), of the Internal Revenue Code. However, this exception does not apply if the organization is a political committee or controls political committees. 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 over a 12-month period.

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 or persons 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 person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a 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. This information must be updated and supplied every 12 months.



CITY OF SANTA MONICA OAKS INITIATIVE DISCLOSURE FORM

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 or persons 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 person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity.

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.

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

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

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

Prepared by: _____ Title: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

FOR CITY USE ONLY:

Bid/PO/Contract # _____

Permit # _____



**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 a 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: _____ RFQ: _____

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)

CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement (“Agreement”), entered into this _____ day of _____, 20____ (“Execution Date”), by and between the CITY OF SANTA MONICA, a municipal corporation (“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 Contract.
- C. The City and ABC desire to enter into an agreement for the ABC to provide contractual services to the City as set forth herein, upon the terms and conditions set forth below.

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** 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 act, 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 Contract 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:

JOSEPH LAWRENCE
Interim City Attorney

ABC Corporation

By: _____
Name: _____
Title: _____

Exhibit A
Scope of Services

To be completed following selection of contractor.

Exhibit B
Budget

To be completed following selection of contractor.

Exhibit C Insurance Requirements

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.