

REQUEST FOR PROPOSALS (RFP) NO. 23-006
SOUND AND STAGE PRODUCTION OF THE HERMOSA BEACH CONCERT SERIES
IN THE CITY OF HERMOSA BEACH, CALIFORNIA



CITY OF HERMOSA BEACH
COMMUNITY RESOURCES DEPARTMENT
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RFP NUMBER: RFP# 23-006
RFP TITLE: **SOUND AND STAGE PRODUCTION OF THE HERMOSA BEACH CONCERT SERIES**

REQUESTING DEPARTMENT: Community Resources Department
RELEASE DATE: September 14, 2023
DUE DATE: **Thursday, October 12, 2023 @ 6:00 p.m. PST**

Notice is hereby given that the Department of Community Resources of the City of Hermosa Beach will receive proposals for:

RFP# 23-006, SOUND AND STAGE PRODUCTION OF THE HERMOSA BEACH CONCERT SERIES

Proposals must be submitted as PDF via the PlanetBids Portal (pbsystem.planetbids.com/portal/51313/portal-home). Proposals will be received until 6:00 p.m. PST, Thursday, October 12, 2023.

Proposals will not be opened at that time but will be submitted to the Community Resources Department for verification and compliance with Specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Please direct any inquiries regarding this RFP to Lisa Nichols at lnichols@hermosabeach.gov. All questions regarding the content of the proposal must be submitted on the PlanetBids Portal.

Dated: September 14, 2023



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1 Introduction

1.1 Invitation for Proposals

The City of Hermosa Beach Community Resources Department is interested in receiving proposals from highly qualified production companies to provide the City of Hermosa Beach with sound and stage production to support the Hermosa Beach Concert Series. Proposer(s) must have the expertise, experience, and ability to demonstrate resources necessary to perform the work described in the RFP.

The selected company or companies would provide sound and stage production for two concerts on the two Sundays following Labor Day weekend in 2024; September 8, 2024, and September 15, 2024. This would include providing audio technicians, sound equipment, stage equipment, fencing to secure the stage and equipment outside of performance days, and supervision of the performance schedule.

1.2 RFP Timeline

RFP posted	September 14, 2023
Deadline to submit written questions	September 28, 2023
Posting of responses to questions	October 5, 2023
Deadline to submit proposals	October 12, 2022 – 6:00 PM PST
Interviews for selected firms if the City wishes to do so	TBD ~ Week of October 23, 2023
Tentative award	December 12, 2023

1.3 Submittal Procedures

Proposers shall submit one copy of the proposal and one copy of the fee schedule in PDF format on the PlanetBids Portal.

No proposals will be accepted after the listed date and time. The format, content, and procedures for submitting a proposal are provided in further detail within the RFP.

1.4 Contact

Please direct any and all inquiries regarding this RFP to **Community Resources Manager Lisa Nichols** at lnichols@hermosabeach.gov. All questions regarding the content of the proposal must be submitted on the PlanetBids Portal.

1.5 General RFP Conditions

The following instructions and conditions apply to this RFP:

Pre-Contractual Expenses



The City of Hermosa Beach shall not, in any event, be liable for any pre-contractual expenses incurred by any company. In addition, no company shall include any such expenses as part of the price proposed. Pre-contractual expenses are defined as expenses incurred by bidders in:

- Preparing a proposal in response to this RFP.
- Submitting that proposal to the City of Hermosa Beach.
- Negotiating with the City of Hermosa Beach any matter related to this RFP, proposal, and/or contractual agreement.
- Any other expenses incurred by the company prior to the date of an executed contract.

Authority to Withdraw RFP and/or Not Award Contract

The City of Hermosa Beach reserves the right to withdraw this RFP at any time for any reason without prior notice. Further, the City makes no representations that any agreement will be awarded to any company responding to this RFP. The City expressly reserves the right to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s). The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

Authority to Revise RFP and Request Additional Information

The City reserves the rights to amend the RFP at any time, to determine the successful respondent(s), and to reject any or all Proposals or their components. Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will post addendums to the PlanetBids Portal. It is the responsibility of all prospective proposers to check PlanetBids regularly to see whether any addenda or supplemental materials have been issued. Proposals shall acknowledge that the company is aware of all addendums which have been issued and has incorporated their provisions in their proposal by completing the Certification of Proposal Form.

The City reserves the right, to request additional information or clarifications from any company where it may serve the City's best interest.

Other Conditions

- **ADDITIONAL SERVICES.** The Scope of Work describes the minimum work to be accomplished. Upon final selection of the Company, the Scope of Work may be modified and refined during negotiations with the City. Any proposer that provides additional services can include those services in the proposal and list them as additional services.
- **AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the Company to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Company shall provide a current power of attorney certifying the agent's authority to bind the Company.



- **AWARD OF PROPOSAL.** City reserves the right to negotiate final terms with the selected Company, if any. Award may be made to the Company offering the most advantageous proposal after consideration of all criteria.
- **COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.
- **CONFLICT OF INTEREST.** By signing the Certification of Proposal, the Company declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, the Company declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- **DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the Companies, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Company is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Company is interested. Companies shall submit as part of their Proposal documents the completed Non-Collusion Affidavit.
- **EXAMINATION OF DOCUMENTS.** It is the responsibility of the Company to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addendums (if any). Companies shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision necessary to perform the work as specified by these documents. The failure or neglect of the Company to examine documents shall in no way relieve the Company from any obligations with respect to the solicitation for and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Company has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Company to receive or examine any of the documents shall in no way relieve the Company from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
- **INTERPRETATION OF RFP DOCUMENTS.** City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, the person may submit to the City a written request for an interpretation or correction. Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to, the scope of work, can be made only by written



addendum issued by the City. Proposers shall submit all questions in writing on the PlanetBids Portal. Proposers may not contact any other City staff members with questions. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each company to ensure the City has their correct business name, mailing address and e-mail address on file through the PlanetBids online portal. Any prospective Companies who obtained a set of RFP documents from the PlanetBids online portal are responsible for checking PlanetBids to verify if any subsequent Addendums were issued .

- **IRREGULARITIES.** City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.
- **NON-DISCRIMINATION.** Company represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related condition, political affiliation or opinion, age, or medical condition.
- **NON-EXCLUSIVE.** Should the City make an award, the successful Company will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.
- **OFFERS OF MORE THAN ONE PRICE.** Companies are NOT allowed to submit more than one proposal.
- **OWNERSHIP.** All data, documents and other products used or developed during the RFP process become the property of the City upon submission. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within its bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
- **PROFESSIONAL SERVICES AGREEMENT.** Prior to awarding any work, the selected Company will be required to execute a professional services agreement with the City. Any proposed change to the agreement shall be identified in the response to the RFP and shall be subject to the sole approval of the City. The City requires the Company to obtain and maintain a policy of professional liability and other insurance as indicated in the agreement.
- **NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT.** Proposals shall be opened and its contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Companies.



Adequate precautions shall be taken to treat each Company fairly and to ensure that information gleaned from competing proposals is not disclosed to other Companies. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

- **PUBLIC RECORD.** All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record when the City selects a proposer for recommendation to the City Council for its consideration pursuant to applicable law.
- **REPRESENTATIONS.** Company understands and acknowledges that the representations made in their submitted proposal are material and important and will be relied on by the City in evaluation of the proposal. Company misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.
- **SEVERABILITY.** If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.
- **SUBCONTRACTOR INFORMATION.** If the proposal includes the use of sub-companies, Company must identify specific sub-companies and the specific requirements of this RFP for which each proposed sub-company would perform services. All sub- for work services must follow all required provisions of the prime contract .
- **VALIDITY.** Proposal must be valid for a period of 90 days from the due date.
- **WITHDRAWAL OF PROPOSAL.** Companies' authorized representative may withdraw Proposals only by written request received by the Project Manger before the Proposal Submittal Deadline.
- **BUSINESS LICENSE.** The selected proposer(s) must obtain a City of Hermosa Beach Business license and maintain a current certificate of insurance with the City for the duration of the Professional Service Agreement



2 Project Description

2.1 Background

The City launched a free live concert series on the beach in 1998. Originally known as the Sunset Concert Series, this free event focused on providing entertainment suitable for a broad audience in a unique coastal venue, taking advantage of the City's picturesque beach and the Pier as its setting. The concerts are popular with residents and South Bay locals, attracting up to 5,000 attendees each event day.

In 2010 the City began contracting with professional music companies to produce the event. The event went on pause during the COVID pandemic, and efforts to attract another company to produce the events via an RFP were unsuccessful.

Now the City seeks to reposition this 25-year tradition, naming the venture as the Hermosa Beach Concert Series to provide more options in the future, including performances in City parks during the off-season. When the concert series is relaunched in 2024, the City will start with two two-and-a-half hour concerts on the beach, south of the Pier, on the two Sundays following Labor Day weekend; September 8, 2024, and September 15, 2024.

2.2 Minimum Qualifications

- The Proposer must demonstrate significant professional experience in producing and executing a series a live-music events held outdoors. Qualifications, as outlined in the Proposal Format, should include all applicable experience and provide enough detail to demonstrate a high level of knowledge in the live-music and entertainment industry as well as success in the execution of events with large audiences;
- The Proposer must show they have no conflict of interest regarding any work performed or identify any potential conflicts if selected for the City of Hermosa Beach; and
- The Proposer must show they have the requirements to obtain and maintain a City of Hermosa Beach Business License and all insurance requirements if selected.

2.3 City Proposed Scope of Services

The City of Hermosa Beach Community Resources Department is interested in receiving proposals from highly qualified production companies to provide the City of Hermosa Beach with sound and stage production to support the Hermosa Beach Concert Series.

The selected company would provide sound and stage production for two, two-and-a-half hour concerts on the two Sundays following Labor Day weekend in 2024; September 8, 2024, and September 15, 2024. The selected company will be expected to provide the followings services, but not limited to:

- The following equipment and staffing to execute all aspects of the concerts including:



- Construction and installation of the concert stage: one main covered concert stage with professional quality lighting and a sound system. The total area available for the stage and backstage area is approximately 50'x60, as demonstrated in Section 6.1. The stage would be permitted to remain in place from Thursday, September 5 through Monday, September 16 for the 2024 concert series.
- Fencing for the equipment and stage: To secure and protect the stage and any support equipment, fencing will be required around the stage and event equipment throughout nonperformance days.
- Audio Support Equipment: The sound system must produce clear, professional quality sound for an outdoor audience of up to 5,000 people.
- An experienced point of contact to work with City staff in the coordination, logistical planning, and implementation of the concerts. This person should be available and on-site during each concert;
- An experienced point of contact to work with selected talent in the coordination, logistical planning, and implementation of the selected talent's set;
- All staffing necessary to successfully and professionally operate associated equipment; and
- Oversight of general concert production.

2.4 Work to be Performed or Provided by the City

The City will perform the following tasks or functions related to this project.

1. Prepare and execute agreement with the selected company.
2. Select talent and provide the selected talent's contact information to the selected company.
3. Schedule pre-event and post-event meetings with City representatives and the selected company.
4. Provide City staff liaisons to be onsite periodically during load-in and load-out, and each event's duration for the selected company to work with.
5. Schedule and provide personnel for building and safety inspections.
6. Provide access to power near stage for electrical needs to the selected company.
7. Provide reserved parking for the selected company's event related vehicles.
8. Provide up to six security personnel for each concert.



3 Proposal Submittal Instructions

3.1 Proposal Format

Proposals shall submit **one copy** of the proposal and **one copy** of the fee schedule in PDF format on the PlanetBids Portal.

3.2 Proposal Content

Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals should include the sections as described in greater detail below. Do NOT include marketing brochures or other promotional material not connected with this RFP.

3.2.1 Cover Letter

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications, and statement of understanding of the scope of work. The cover letter also shall acknowledge receipt of any addendums that were issued for this RFP.

3.2.2 Firm Profile

Proposers should provide a brief profile of the prime Company and any sub-companies. Information should include, but is not limited to the following information:

- Official name and address.
- Name, address, and telephone number of the Company's primary point of contact.
- Type of business entity of Company (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
- Federal Employer I.D. Number.
- Address, telephone numbers and fax numbers of each of the proposing firm's locations.
- Indication whether firm is totally or partially owned by another business organization (parent company) or individual.
- Number of years Company has been in business under the present business name.
- Number of years of experience the Company has had in providing required, equivalent, or related services.
- Any failures or refusals to complete a contract, and explanation.

3.2.3 Project Understanding and Approach to Scope of Work



Proposers should include in this section a statement of project understanding, organizational chart, approach to work program and summary of deliverables, described in greater detail below.

Statement of Project Understanding

Company must include in this section its understanding of the project and understanding of the Scope of Services noted herein. Company should be able to articulate a thorough understanding of the State, County and Local requirements, and other industry standards applicable to the project or services to be provided.

Organizational Chart

Company shall include an organizational chart that reflects key City staff and roles/responsibilities of each individual assigned to provide services under this Proposal. Any roles or topics in which the proposer anticipates utilizing the expertise of subcontractors should be clearly identified.

Approach to Work Program

The City is seeking an effective and efficient approach to preparing work products and meeting the City's goals. In this section, proposers should include their recommended timeline and approach to providing the requested professional services and tasks noted in the Scope of Services in the RFP. The approach to the work plan shall be of such detail to demonstrate the proposer's ability to accomplish project objectives.

The proposer's approach should provide detail on both the required and optional tasks identified in the scope of work, as well as any additional tasks or services performed by the proposer.

Additional Services

Company shall provide the City with any additional services that the firm can provide. Company may additionally itemize those services which are further beneficial but are not noted in the aforementioned paragraphs as requirements.

Summary of Deliverables

Proposer should identify the major deliverables, indicate the number of drafts or versions anticipated in the scope of work and budget, and the format in which the deliverable will be provided (electronic or hard copy) for each required and optional task.

Roles and Responsibilities for City Staff

Proposer should summarize any services NOT provided by their firm that are listed in the Scope of Work. Company shall also list any resources, City assistance or other items expected to be provided by City beyond those listed in Section 2.5, "Work to be Performed or Provided by the City". Company may additionally itemize those services which are further required but are not noted in the aforementioned paragraphs as requirements. Company will title this section as Additional Services.

3.2.4 Project Management Plan



Key to a creative, effective, and efficient delivery of the project is close coordination and communication between the City, community, and the selected Company. In this section, proposers should provide a project schedule, and describe the firm or project manager's approach to communications and quality assurance/quality control.

Schedule

Proposers should present a schedule that details the timing and sequence of project tasks, deliverables, and community engagement efforts.

Communications Approach

Proposers should describe their recommended or preferred approach to project communications between the City and Company Team. This should include detail on the frequency of project check-ins, progress updates, and meeting locations (i.e. phone, email, in-person). Communications protocols for coordinating with other City departments, agencies, and the community can be established during project kick-off; Please note that the City uses Microsoft Teams for collaboration.

Quality Assurance/Quality Control Approach

Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the Company's method of ensuring that the assigned personnel's quality of work is high.

3.2.5 Experience and Qualifications

Proposers should include in this section a summary of relevant projects, contact information for references, and information about the experience, qualifications, and availability of key personnel, described in greater detail below.

Summary of Relevant Projects

Proposers should highlight representative projects that are similar in scope and size to this project to demonstrate the firm's depth of experience and familiarity with similar projects. For each project, please include the following information, at a minimum:

- Year started and completed (if relevant)
- Contracting Agency + Department
- Project Description
- Key Personnel Assigned
- Contract Value

References

Company must provide at least three references for which Company has provided services similar in scope as set forth in the RFP or demonstrating relevant experience within the last five (5) years. Reference information should include:

- Name of agency
- Name of agency project manager
- Email address and telephone number of contact person
- Description of project or services provided



Experience and Qualifications of Key Personnel

The Company shall provide resumes indicating the experience and qualifications for the key personnel identified in the organization chart. Company shall also include the number and type of additional support personnel who will be providing services. At a minimum, the resume for each team member should include:

- Name
- Position and Role for This Project
- Degrees and Certifications
- Professional Memberships/Registrations
- Summary of Experience
- Work on Representative Project Similar in Scope

If sub-companies are to be used as part of this proposal, a resume of the sub-companies and relevant experience is to be included in the same format.

Assignment of Key Personnel

It is the City's preference to have the key personnel identified in the Organizational Chart remain with the project during the term of the agreement. In this section, please indicate the availability of key personnel to pursue completion of this project in terms of the involvement in other projects that are presently in your firm's backlog.

After contract execution the Company should not substitute key personnel (project manager and others listed by name in the proposal) or sub-companies without prior written approval from the local agency. The Company must request and justify the need for the substitution and obtain approval from the agency prior to use of a different sub-Company on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost for engineering types of Company contracts, the Company's project manager shall have all the necessary credentials to qualify him/her as a project manager for this project.

In the event there are proposed changes in key personnel, including sub-companies, during the term of the agreement that are outside of the consulting firm's control, the Company shall prepare a transition plan that is presented to the City's project manager for review.

3.2.6 Required Forms

Company shall review, acknowledge and submit the following forms:

- **Certification of Proposal.** Company is required to sign and submit the Certification of Proposal including acknowledgement that they have received and considered any addendums issued by the City of Hermosa Beach in connection with this RFP.
- **Non-Collusion Affidavit.** Company is required to sign and submit the Non-Collusion Affidavit.



- **Compliance with Insurance Requirements.** Company shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional Services Agreement.
- **Acknowledgement of Professional Services Agreement.** Company shall demonstrate willingness and ability to comply with the City's Sample Professional Services Agreement and/or indicate any exceptions to the Professional Services Agreement.

3.2.7 Cost Proposal

The cost proposal shall be submitted through PlanetBids Portal as a separate file, labeled "Cost Proposal" and indicate the firm's name. The cost proposal shall detail costs broken down by project phase, task, hourly rates, and key personnel.

Company should provide the estimated fee to successfully fulfill the Scope of Work detailed in this RFP. Required and optional tasks should be consistent with the tasks listed in the Scope of Services and be clearly marked in the fee schedule to facilitate consistent comparison of costs between proposals. The Cost Proposal should detail the scope of services by task, identifying project team members, hourly billing rates, and estimated hours per task. The Cost Proposal should also include any direct costs such as travel, equipment, printing/materials.

The method of payment shall be primarily at Specified Rates of Compensation but may include Cost per Unit of Work. The proposal should include hourly rates for all types of personnel required to perform the services described in this RFP.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.



4 Proposal Evaluation and Selection

4.1 Proposal Review Process

The City will evaluate all proposals received in accordance with the evaluation criteria. The City shall not be obligated to accept the lowest priced proposal, but the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer. Evaluation scores will not be released until after award of proposal, if one is made.

Following the review of proposals by the City's team, the City may invite short-listed Companies to be interviewed by a panel of City staff, which may include non-city personnel at the City's discretion. Discussions may, at the City's option, be conducted with the most qualified proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing proposers.

The City will verify references of short-listed Companies, which may include persons not listed as references, and this will help inform the City's decisions. The City will select a Company to negotiate for the performance of work. In negotiating the contract, the City may request modifications to the proposed scope or to the technical team or other elements of the proposal. If negotiations fail, the City will commence negotiations with the next qualified candidate. Work will promptly commence following contract award and satisfaction of contract requirements.

4.2 Evaluation Criteria

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The City of Hermosa Beach will use the following criteria in its evaluation of proposals, interviews with selected Company or verification of references. The categories will be weighted approximately as follows.

Approach and Methods (30%):

- A well thought-out and tailored approach to the technical work that responds to the project's particular issues and needs.
- Incorporation of innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities.
- Evidence of the team's ability to work collaboratively with other members of a multi-disciplinary team in a complex and dynamic working environment.
- Demonstration of the team's commitment to accurate and superior work products and services as detailed in the project management project management plan.

**Relevant Experience & Expertise (30%):**

- Recent experience preparing similar projects or providing similar services for jurisdictions.
- Familiarity and experience with applicable industry standards and any relevant federal, state, or local requirements.
- The depth and appropriateness of experience of individual members of the technical team as they relate to the specific technical tasks called for by the project
- The team's experience and ability to clearly communicate technical concepts and terminology with the community.

Timeframe and Costs (30%):

- Display of a proposed schedule and timeline that meets any specific conditions laid out in the RFP or accomplishes the project objectives in a reasonable timeframe.
- Delivery of a clear and reasonable project budget that provides sufficient detail on the costs for required and optional services.
- Evidence of the team's ability to successfully deliver project tasks and deliverables within the identified project budget and minimize cost overruns.

Administration (10%):

- Ability to comply with the timeline, terms, and billing procedures.
- The extent and nature of any proposed amendments to the City's Professional Services Agreement.



5 Contract Expectations

5.1 Contract Period

The Contract Period will be established following submittal of proposals and be based on a reasonable amount of time needed to complete the work.

5.2 Professional Services Agreement

The selected Company will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement or to add additional provisions or make edits depending on the nature and components of the proposals.

5.3 Standards of Work

In case of conflicts, ambiguities, discrepancies, errors, or omissions, Company shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Company prior to clarification by City shall be at Company's risk and expense.

5.4 Invoicing and Payment

The contract will be set up as a fixed fee with a not to exceed rate to be billed monthly based on hours worked. Invoices are to be submitted monthly. The invoices shall reference the project title, and must list the charges by task, worker classification, hours, billing rate, and totals. Back up information must be submitted together with the invoices.

Each invoice shall contain a progress report describing the work completed during the billing period and shall also include cost information by task regarding: previous work billed to date, work billed during the reporting period, percent of task completed and amount remaining by task.

5.5 COVID-19 Vaccination Policy

The selected Company will be expected to comply with the City's COVID-19 Vaccination Policy. The selected Company would be required to attest that all employees assigned to the agreement are either fully vaccinated or covered by an approved medical or religious exemption. Proposers should indicate any inability to meet this requirement.



6 Attachments and Required Forms

6.1 Maps

6.1.1 Hermosa Beach Concert Series Stage/Backstage Area



Lifeguard driving zone and Beach ADA Access Path must remain clear



6.2 Sample Professional Services Agreement

CONTRACT FOR PROFESSIONAL SERVICES TO

BETWEEN THE CITY OF HERMOSA BEACH AND _____

This AGREEMENT is entered into this _____ day of _____, 2022, by and between the CITY OF Hermosa Beach, a general law city a municipal corporation ("CITY") and _____, a limited liability company ("COMPANY").

RECITALS

- A. The City desires to _____.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The COMPANY warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the COMPANY to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the COMPANY agree as follows:

CONSIDERATION AND COMPENSATION As partial consideration, COMPANY agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, COMPANY and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay COMPANY a total of \$ _____, for COMPANY's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

COMPANY shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay COMPANY all uncontested amounts set forth in COMPANY's invoice within 30 days after it is received.

SCOPE OF SERVICES. COMPANY will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

Except as herein otherwise expressly specified to be furnished by CITY, COMPANY will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of COMPANY by this Agreement.



PAYMENTS. For CITY to pay COMPANY as specified by this Agreement, COMPANY must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."

TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

FAMILIARITY WITH WORK. By executing this Agreement, COMPANY represents that COMPANY has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

KEY PERSONNEL. COMPANY's key person assigned to perform work under this Agreement is _____. COMPANY shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on _____, 20____, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.

CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by COMPANY and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

TAXPAYER IDENTIFICATION NUMBER. COMPANY will provide CITY with a Taxpayer Identification Number.

PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

COMPANY may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by COMPANY shall, at CITY's option, become CITY's property, and COMPANY will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

INDEMNIFICATION. COMPANY shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with COMPANY's performance of work hereunder or its failure to comply with any of its obligations



contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find COMPANY'S legal counsel unacceptable, then COMPANY shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The COMPANY shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by COMPANY as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by COMPANY pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

ASSIGNABILITY. This Agreement is for COMPANY's professional services. COMPANY's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

INDEPENDENT CONTRACTOR. CITY and COMPANY agree that COMPANY will act as an independent contractor and will have control of all work and the manner in which it is performed. COMPANY will be free to contract for similar service to be performed for other employers while under contract with CITY. COMPANY is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct COMPANY as to the details of doing the work or to exercise a measure of control over the work means that COMPANY will follow the direction of the CITY as to end results of the work only.

AUDIT OF RECORDS. COMPANY agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. COMPANY agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. COMPANY further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

COMPANY will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

CORRECTIVE MEASURES. COMPANY will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. COMPANY will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of COMPANY to implement required corrective measures shall result in immediate termination of this Agreement.

INSURANCE REQUIREMENTS.

The COMPANY, at the COMPANY's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

Workers Compensation Insurance as required by law. The COMPANY shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation



policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

General Liability Coverage. The COMPANY shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

Automobile Liability Coverage. The COMPANY shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the COMPANY arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Professional Liability Coverage. The COMPANY shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the COMPANY'S operations under this Agreement, whether such operations be by the COMPANY or by its employees, subcontractors, or subCOMPANYs. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," COMPANY will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover COMPANY for all claims made by CITY arising out of any errors or omissions of COMPANY, or its officers, employees or agents during the time this Agreement was in effect.

Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. COMPANY also agrees to require all contractors, and subcontractors to do likewise.

"The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the COMPANY, including materials, parts, or equipment furnished in connection with such work or operations."

This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.



Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

COMPANY agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the COMPANY shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

The COMPANY shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

Failure on the part of the COMPANY to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the COMPANY (as the named insured) should COMPANY fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. COMPANY understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by COMPANY as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on COMPANY's behalf upon the COMPANY's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against COMPANY for breach of this Agreement in addition to any other damages incurred by City due to the breach.

PREVAILING WAGE. Prevailing Wages. COMPANY is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. City has not made any representations or warranties to Consultant regarding the applicability of Prevailing Wages. If the work to be performed constitutes "public works" or "maintenance" projects, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, COMPANY agrees to fully comply with such Prevailing Wage Laws. COMPANY shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work available to interested parties upon request, and shall post copies at the COMPANY's principal place of business and at the project site. COMPANY shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities,



costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws

USE OF OTHER COMPANYS. COMPANY must obtain CITY's prior written approval to use any sub-COMPANYS while performing any portion of this Agreement. Such approval must include approval of the proposed COMPANY and the terms of compensation.

FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the COMPANY of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the COMPANY for anything done, furnished or relating to the COMPANY'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the COMPANY, its employees, sub-COMPANYS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the COMPANY, its employees, sub-COMPANYS and agents.

CORRECTIONS. In addition to the above indemnification obligations, the COMPANY shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the COMPANY's report or plans. Should the COMPANY fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the COMPANY. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed COMPANY under this Agreement up to the amount of the cost of correction.

NON-APPROPRIATION OF FUNDS. Payments to be made to COMPANY by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of COMPANY'S services beyond the current fiscal year, the Agreement shall cover payment for COMPANY'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	COMPANY
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN:	ATTN:

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of



notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- A. SOLICITATION. COMPANY maintains and warrants that it has not employed nor retained any company or person, other than COMPANY's bona fide employee, to solicit or secure this Agreement. Further, COMPANY warrants that it has not paid nor has it agreed to pay any company or person, other than COMPANY's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should COMPANY breach or violate this warranty, CITY may rescind this Agreement without liability.
- B. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of COMPANY and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of COMPANY's or CITY's obligations under this Agreement.
- C. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
- D. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- E. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- F. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except



that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

STATEMENT OF EXPERIENCE. By executing this Agreement, COMPANY represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. COMPANY represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private COMPANYS, and experience in dealing with public agencies all suggest that COMPANY is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the COMPANY, except the COMPANY's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the COMPANY, but any re-use of such documents by the City on any other project without prior written consent of the COMPANY shall be at the sole risk of the City.

USE OF LOGO. The City grants the COMPANY permission to use its name, logo and/or trademark in deliverables produced by the COMPANY on the behalf of the City, such as written reports, presentation slides, press releases, social media graphics, and other public outreach materials. The CITY's prior review of artwork and written approval is required for any use of CITY logo. CITY will provide an electronic copy of the most current logo to the CONTRACTOR for use in materials. The CONTRACTOR will, in turn, only use the most current logo of the CITY.

DISCLOSURE REQUIRED. (City and COMPANY initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and COMPANY hereby acknowledge that COMPANY is a "COMPANY" for the purposes of the California Political Reform Act because COMPANY's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were COMPANY employed by the City. COMPANY hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to COMPANY commencing services hereunder, the City's Manager shall prepare and deliver to COMPANY a memorandum detailing the extent of COMPANY's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

COMPANY Initials _____

OR

By their initials next to this paragraph, City and COMPANY hereby acknowledge that COMPANY is not a "COMPANY" for the purpose of the California Political Reform Act because COMPANY's duties and responsibilities are not within the scope of the definition of COMPANY in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.



City Initials _____

COMPANY Initials _____

COMPLIANCE WITH COVID-19 VACCINATION POLICY. All COMPANY'S employees, agents, officers and subcontractors who will be physically present in the City and have contact with City officials and employees or with the public shall be fully vaccinated from COVID-19. COMPANY agrees to certify in writing to CITY that it complies with the foregoing.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

COMPANY

[MAYOR/CITY MANAGER]

By: _____
NAME/TITLE

ATTEST:

Myra Maravilla, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Patrick Donegan, City Attorney



6.3 Required Forms

6.3.1 Certification of Proposal

RFP #: _____

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1. Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
3. Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
6. The proposal shall be valid for 90 days from the date of submittal.
7. Proposer acknowledges that the City may issue addendums related to this RFP and that the proposer has reviewed the following addendums which have been issued:

Addendum: _____

Addendum: _____

Addendum: _____

Addendum: _____

8. Proposer further acknowledges the provisions of any addendums issued have been incorporated into their proposal.



Signature of Authorized Representative:

Printed Name and Title:



6.3.2 Non-Collusion Affidavit

RFP #: _____

The undersigned declares states and certifies that:

1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Hermosa Beach or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Hermosa Beach public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative:

Printed Name and Title:



6.3.3 Compliance with Insurance Requirements

RFP #: _____

The selected COMPANY will be expected to comply with the City's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

1. Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
2. If selected, proposer agrees to accept all conditions and requirements as contained therein.

Signature of Authorized Representative:

Printed Name and Title:



6.3.4 Acknowledgement of Professional Services Agreement

RFP #: _____

The selected COMPANY will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

1. Proposer agrees, acknowledges and is fully aware of the conditions specified in the City's Sample Professional Services Agreement.
2. Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows:

Signature of Authorized Representative:

Printed Name and Title:
