



CITY *of* BRISBANE

Public Art Advisory Committee Agenda

Monday, March 20th, 2023 at 4:30PM • Hybrid Meeting
Brisbane City Hall 50 Park Place, Brisbane, CA

The public may observe/participate in Public Art Advisory Committee meetings by using remote public comment options or attending in person. Committee members shall attend in person unless remote participation is permitted by law. The Committee may take action on any item listed in the agenda.

JOIN IN PERSON

Location: 50 Park Place, Brisbane, CA 94005 - [Large Conference Room](#)

Masks are no longer required but are highly recommended in accordance with California Department of Health Guidelines. To maintain public health and safety, please do not attend in person if you are experiencing symptoms associated with COVID-19 or respiratory illness.

JOIN VIRTUALLY

Join Zoom Webinar: brisbaneca.org/pa-zoom (please use the latest version: zoom.us/download)

Webinar ID: 865 6065 0564

Call In Number: 1 (669) 900-9128

Note: Callers dial *9 to “raise hand” and dial *6 to mute/unmute.

The agenda materials may be viewed online at www.brisbaneca.org at least 72 hours prior to a Meeting. Archived videos can be replayed on the City’s website, brisbaneca.org/meetings. Please be advised that if there are technological difficulties, the meeting will nevertheless continue.

TO ADDRESS THE COMMITTEE

IN PERSON PARTICIPATION

To address the Committee on any item on or not on the posted agenda, please wait until Public Comments are being accepted.

REMOTE PARTICIPATION

Members of the public may observe/participate in the Committee meeting by logging into the Zoom Webinar. Aside from commenting while in the Zoom meeting, the following email line will be monitored during the meeting, and public comments received will be noted for the record during Public Comment or during an Item.

Email: aibarra@brisbaneca.org

SPECIAL ASSISTANCE

If you need special assistance to participate in this meeting, please contact Angel Ibarra at (415) 508-2109. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

COMMITTEE MEMBERS:

Mayor Davis, Councilmember Cunningham, Chair D. Davis, Vice-Chair Olivier-Salmon, Park & Recreation Commissioner Greenlee, Park & Recreation Commissioner Seawell

ROLL CALL

- A. Consider any request of a City Councilmember to attend the meeting remotely under the “Emergency Circumstances” of AB 2449

APPROVAL OF AGENDA**APPROVAL OF MINUTES**

- B. Approve Minutes from December 5th, 2022 Public Art Advisory Committee
- C. Approve Minutes from January 23rd, 2023 Public Art Advisory Committee
- D. Approve Minutes from February 27th, 2023 Public Art Advisory Committee

PRESENTATIONS AND DISCUSSION ITEMS

- E. Review RFP Samples and Begin Framing Key Components of a Public Arts Master Plan RFP for Brisbane
- F. Discuss Approach for Identifying Project Fee Structures
- G. Consider Ideas for Small Interim Projects

PUBLIC COMMENT**NEXT MEETING**

Monday, April 17th, 2023 at 4:30pm

ADJOURNMENT

File Attachments for Item:

B. Approve Minutes from December 5th, 2022 Public Art Advisory Committee



CITY of BRISBANE

Public Art Advisory Committee Minutes

Monday, December 5th, 2022 at 4:30PM • Virtual Meeting

CALL TO ORDER - 4:31 p.m.

ROLL CALL

Committee Members Present: Chair D. Davis, Vice-chair Olivier-Salmon, Councilmember M. Davis, Councilmember Cunningham, Park & Recreation Commissioner Greenlee Park & Recreation Commissioner Seawell, Committee Member Grossman

Committee Members Absent: none

Staff Members Present: Assistant City Manager Schillinger, Park & Recreation Director Noreen Leek, Admin. Management Analyst Ibarra

APPROVAL OF AGENDA

Agenda was approved by Salmon and seconded by Greenlee. 7 Ayes

APPROVAL OF MINUTES

A. None

PRESENTATION AND DISCUSSION ITEMS

B. Frame Interview Questions for Prospective Consultants in Response to the City's RFP for a Public Art Installation in the Community Park.

Staff informed the Committee that on 12/1/22 – Nancy Witherell Art withdrew her proposal sighting personal issues. So the question to the Committee is whether we interview the other applicant or should we wait on this proposal.

The Committee discussed the pros and cons about whether to interview the one applicant: Go through the interview process to learn from it; taking the applicant's time; consider focusing on the Master Plan, etc. The question also came up as to why so few applicants. It is surmised that it was because the Committee wanted the RFP to find a consultant to help guide them through the process of finding artists for the project. If the RFP focused on finding artists to give their ideas about the space, most likely more applicants would have responded.

This item has been put on hold and the Committee will not interview the other applicant at this time. The Committee would like to focus on the process to create a Master Plan. Staff would research other Cities' RFPs and find out about the cost of the Master Plan.

Staff will reach out to South San Francisco as they are currently going through their Public Art Master Plan.

PUBLIC COMMENT

None

NEXT MEETING DATES

Monday 1/23/23 at 4:30pm: Potentially meet with South San Francisco to discuss their Master Art Plan process.

Monday 2/27/22 at 4:30pm: TBD

ADJOURNMENT

5:11PM

C.

File Attachments for Item:

C. Approve Minutes from January 23rd, 2023 Public Art Advisory Committee



CITY of BRISBANE

Public Art Advisory Committee Minutes

Monday, January 23rd, 2023 at 4:30PM • Virtual Meeting

CALL TO ORDER - 4:32 p.m.

ROLL CALL

Committee Members Present: Chair D. Davis, Vice-chair Olivier-Salmon, Mayor M. Davis, Councilmember Cunningham, Park & Recreation Commissioner Greenlee Park & Recreation Commissioner Seawell, Committee Member Grossman

Committee Members Absent: none

Staff Members Present: Park & Recreation Director Noreen Leek, Admin. Management Analyst Ibarra

APPROVAL OF AGENDA

Agenda was approved by M. Davis and seconded by Cunningham. 7 Ayes

APPROVAL OF MINUTES

- A. Approve Minutes from September 26th, 2022 Public Art Advisory Committee
Minutes approved by Seawell and seconded by Cunningham. 4 Ayes, 3 Abstain (M. Davis, Greenlee, Grossman)
- B. Approve Minutes from September 27th, 2022 Public Art Advisory Committee
Minutes approved by Salmon and seconded by Cunningham. 4 Ayes, 3 Abstain (Seawell, Greenlee, Grossman)

PRESENTATION AND DISCUSSION ITEMS

- C. Receive Presentation from South San Francisco's Cultural Arts Commission Representative Regarding their Public Art Master Plan Process

The Committee met with South San Francisco staff members Erin O'Brien, Business Manager, and Ernie Santos, Special Public Arts Assistant, as they are currently going through their Public Art Master Plan.

SSF budgeted \$80K with \$20K for reserves. They chose the consultant Art Builds Community. Their theme was "if you live, work Play or Visit SSF, we want to hear from you!" The consultant did 4 pop-up events, survey in two languages, e-blasts, newsletters, flyers as well as focus

groups which included businesses, contractors, schools and local groups. The City also created a webinar about the process and made it available on their website. The consultants also brought a Spanish translator to one of their events that is primarily visited by Hispanic families.

Request for Proposal (RFP) Timeline

Research	Review	Release RFP	Questions	Deadline	Review	Interview	References	Contract	Kickoff
March 2021	May - August 2021	September 27 2021	October 25 2021	November 8 2021	Nov -Dec 2021	January 2022	January 2022	February 2022	May 2022
Public Art Master Plan Research	Drafts & Review of RFPs	Call For Entries Open	Deadline for Question	Proposal Submission Deadline	Applications Review	Interview Top 2 Applicants	Reference Checks	Award Contract	Begin Public Art Master Plan

Consultant Plan Timeline

Phase 1	Phase 2	Phase 3	Phase 4
June - August 2022	September - November 2022	December - February 2022-2023	March - May 2023
Research	Community Engagement	Synthesis and Plan Outline	Write & Refine Plan

The Committee asked questions surrounding the process so far, including whether the budget being accurate or any suggestions to give thus far. The budget is accurate and they really enjoy working with their consultants.

The Committee also asked about whether they should do some projects or wait until the Master Plan is complete. SSF suggested to do small projects, learn from it, you should bring things to the community now. Their most fun small project that they've completed is doing a mural project with Skyline College on one of their small rec buildings. Utility boxes are always fun to do, but they need to be on City owned utility boxes.

Their consultants have been asked to include guidelines on maintenance, art ownership, etc.

SSF received three completed RFPs and interviewed the top two.

South San Francisco also has an art gallery and a Sculpture Loan Program in Orange Park. The Sculpture program was a two year loan, the artist handled the insurance and at the end of the loan, they could work with the artist to purchase, extend, or return that artwork. There was also a \$1,500 honorarium.

They are also working to create an Arts District, which is for artists to come and have a space to create art.

The Committee invited South San Francisco to come back once their plan was completed, and they were more than happy to come back.

The Cultural Arts Program gets about \$50K a year budget, but they need to ask every year. This current year is \$72K, and it doesn't roll over to the next year. With the new art ordinance, they are hoping that will increase their budget.

The Committee is concerned that SSF only received 200 responses out of 65,000 residents, despite their big outreach efforts. Most of the responses were between 18–65-year-olds.

PUBLIC COMMENT

None

NEXT MEETING DATES

Monday 2/27/22 at 4:30pm: TBD

ADJOURNMENT

5:33PM

D.

File Attachments for Item:

D. Approve Minutes from February 27th, 2023 Public Art Advisory Committee



CITY of BRISBANE

Public Art Advisory Committee Minutes

Monday, February 27th, 2023 at 4:30PM • Virtual Meeting

CALL TO ORDER - 4:32 p.m.

ROLL CALL

Committee Members Present: Chair D. Davis, Vice-chair Olivier-Salmon, Mayor M. Davis, Councilmember Cunningham, Park & Recreation Commissioner Greenlee Park & Recreation Commissioner Seawell

Committee Members Absent: none

Staff Members Present: Park & Recreation Director Noreen Leek, Admin. Management Analyst Ibarra

APPROVAL OF AGENDA

Agenda was approved by Cunningham and seconded by M. Davis. 6 Ayes

APPROVAL OF MINUTES

A. Approval of Minutes from November 11th, 2022 Public Art Advisory Committee

Approved by Seawell, seconded by M. Davis. 4 Ayes, 2 Abstain (Cunningham, Salmon)

PRESENTATION AND DISCUSSION ITEMS

B. Receive a Review of AB 2449: In-person Rules Beginning March 1st, 2023

City Clerk Padilla gave a presentation to the Public Art Committee regarding AB 2449. The Committee had no questions.

C. Debrief and Takeaways from Past Interviews with Representatives from Belmont, San Diego, South San Francisco, Berkeley and Pasadena

The Committee reviewed their main takeaways from other cities' journeys with their Master Plans. They really liked the approach from Belmont and Pasadena because it focused on engaging the public. Belmont also just recently went through the process, is a smaller city and has a larger budget similar to Brisbane. Belmont used Barbara Goldstein and would definitely want her to be reached out to when we are ready list our RFP.

San Diego said to be sure that you request the Consultant to add a sample Artist Waiver Form. The Committee also liked the idea of reaching out to schools and senior centers for projects. Another idea that was interesting is reaching out to businesses who may have space for an exhibit.

South San Francisco (SSF) had some interesting ideas on outreach, such as working with the schools and the senior center, even though they didn't have a large response. They also put aside some funds and space for local artists. SSF really works hard to "make space for art".

The Committee wants the document to be user friendly not too daunting to use.

D. Determine Next Steps Towards Framing an RFP

Staff was directed to research and bring forward RFP samples and begin framing key components of a Public Arts Master Plan RFP for Brisbane.

PUBLIC COMMENT

None

NEXT MEETING DATES

Monday, March 20th, 2023 at 4:30pm

ADJOURNMENT

5:26PM

DRAFT

File Attachments for Item:

E. Review RFP Samples and Begin Framing Key Components of a Public Arts Master Plan RFP for Brisbane



REQUEST FOR QUALIFICATIONS FOR A PUBLIC ART MASTER PLAN

Project Overview

The City of Belmont is seeking proposals from Consultants, Consultant Teams and Qualified firms with demonstrated experience in public art master planning to develop the first Public Art Master Plan for the City of Belmont, California. The Master Plan will provide direction to the City Council on the planning and processes necessary to further develop, administer and maintain a dynamic public art program in the City of Belmont. The selected Consultant will work collaboratively with the City Staff and the Council's Placemaking Subcommittee to ensure broad public outreach and involvement in the development of the Master Plan.

Background

- Located midway between San Francisco and San Jose, Belmont is a community of approximately 27,000 residents.
- The City recently adopted a comprehensive 2035 General Plan and Belmont Village Specific Plan (November 2017) to ensure managed growth along the El Camino corridor and to enhance the downtown experience for residents and visitors. (see Exhibit A)
- To advance these plans, the City has recently engaged consultants to evaluate the efficacy of implementing a public art development fee and to develop a wayfinding and urban design standards to elevate the City's brand and cohesiveness.
- The Council is committed to contributing to the intellectual, emotional and creative life of the Belmont community by recognizing the value of art in the City's public spaces and similarly guiding private developments.
- The City seeks to identify and pursue opportunities for temporary and permanent art installations in city-owned facilities and parks and in private developments

Scope of Service

This is the first public art master plan for the City of Belmont. The purpose of the Public Art Master Plan is to set a vision and develop a five- to ten-year plan that will provide a clear direction for the future of public art in Belmont. The plan should outline goals for public art in Belmont, identify relevant themes and priorities for its art program, identify strategic partnerships and possible sources of alternative funding, and establish program processes. The Plan shall articulate goals, prioritize strategies, and outline a recommended budget and timeline for a five- to ten-year duration for public art in Belmont. Additionally, the plan should address opportunities for ongoing public engagement, develop policies and procedures, and recommend processes necessary to achieve the vision for public art in our community. The Plan should outline the process for creating a Public Art Commission and define its role in acquiring or commissioning public art on behalf of the City and advising on the selection and installation of art in private development sites subject to the art development fee and in supporting increased opportunities to celebrate public art as an essential element for a thriving community. Finally, the Plan should outline processes for the maintenance and deaccession of the City's collection.

City Staff will work closely with the Consultant in the preparation of the Public Art Plan to ensure that the Consultant is provided with the resources and contacts necessary to undertake the planning process. It is expected that the consultant will take the lead on all community meetings, presentations, and outreach efforts. Staff will play a supporting role and facilitate those efforts and meetings. Staff will act as the liaison between the Consultant and the Placemaking Subcommittee.

The Final Public Art Master Plan shall include but not be limited to the following key elements:

- Development of the mission, vision, goals, and guiding principles for the City's Public Art Program;
- Clear goals and implementation strategies that include short- and long-term priorities and estimated costs;
- Recommended public art guidelines, policies and processes;
- Summary of research, findings and community outreach results;
- Strategies for ongoing community engagement and outreach to a diverse group of stakeholders;
- Identification of sites for future temporary and permanent public art projects, including "iconic" and "gateway" art placement and spaces for participatory art;
- Opportunities for funding models for public art;
- Analysis and recommendations for a collection strategy, including recommendations for a collection maintenance, conservation, and deaccession plan.

Submittal Requirements

The Statement of Qualifications (SOQ) for a public arts master plan shall include the following:

1. **Transmittal letter** including contact information (physical address, telephone number, fax and email) for the point of contact for the City on all correspondence and communications pertaining to the SOQ.
2. **Experience** - Discuss the consultant's qualifications, experience and history developing public art master plans, particularly for governmental agencies and particularly for municipalities of similar size to the City of Belmont. Discuss the consultant's uniqueness to best perform the specific category of services the City is seeking. Provide resume summarizing qualifications and experience of the consultant assigned to the work.
3. **References** - Provide references for the three most directly applicable projects/service agreements, with current verified telephone numbers, so that we may contact them and ask about your services.
4. **Agreement for Service** - The contract will be issued by the City of Belmont. A sample of the City's standard Services Agreement is attached. The standard agreement should be reviewed prior to submitting the SOQ and comments on the agreement should be included with the submittal. If there are no comments on the agreement, a statement acknowledging the review of the agreement and stating that there are no comments should be included in the submittal.

Consultant Selection

Pursuant Sections 4525 – 4529 of the Government Code of the State of California, the consultant's selection will be based on qualifications. A selection committee, established by the City, will review the SOQs received by the deadline below and develop a short list of qualified firms. Depending upon the relative quality of the proposals, the City may invite short listed firms to interview with City staff. The City reserves the right to reject any and all proposals. The confirmation of this engagement will be subject to a FY19 budget adjustment or approval of the FY20 budget.

One (1) electronic copy or three (3) hard copies of the SOQs and shall be submitted on or before 4:00 p.m. on April 19, 2019 to:

**Brigitte Shearer, Parks and Recreation Director
Parks and Recreation Department
City of Belmont
30 Twin Pines Lane
Belmont, CA 94002**

If there are any questions regarding this request for qualifications, please contact Brigitte Shearer at (650) 595-7488 or via email at bshearer@belmont.gov

Attachment: Sample Services Agreement

EXHIBIT A – General Plan and Belmont Village Specific Plan Diagrams

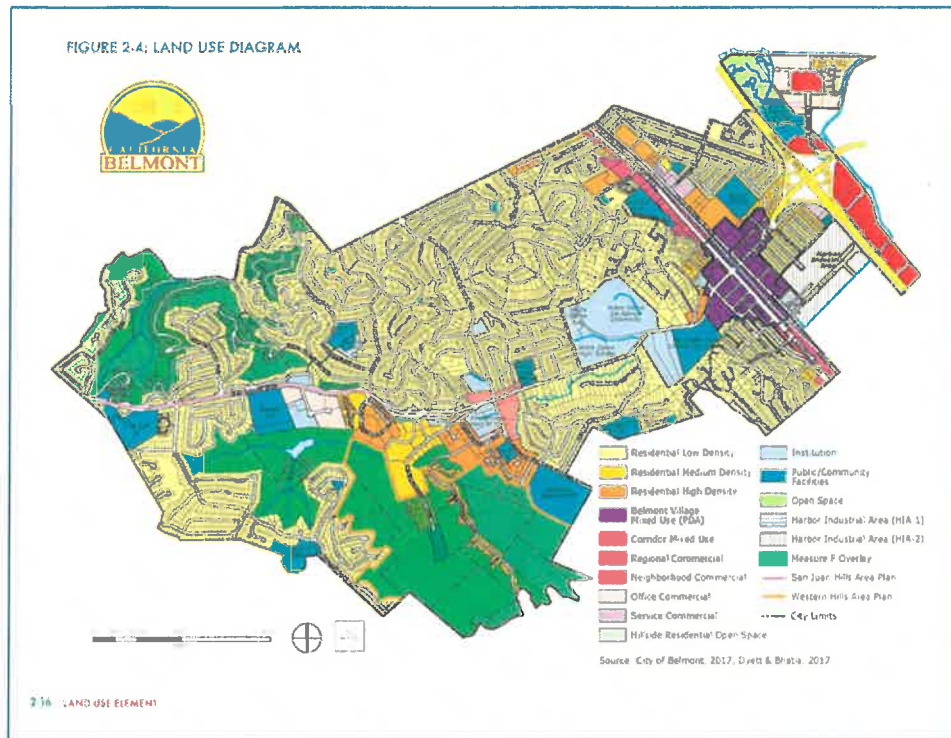
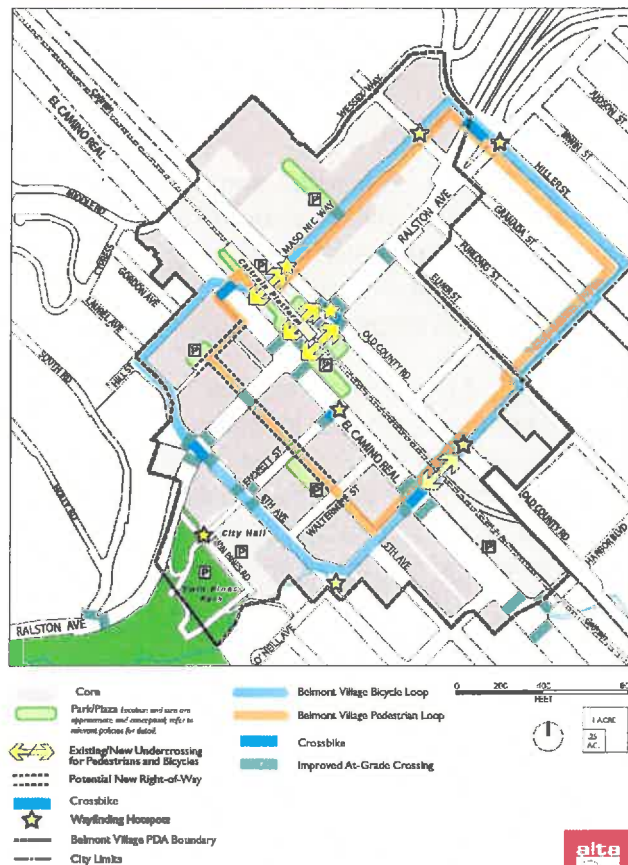


FIGURE 3-4: BELMONT VILLAGE LOOP



DYETT & BRATLA
Urban and Regional Planners



CITY OF BELMONT
SERVICE AGREEMENT
[Click here to enter text.](#)
[Click here to enter text.](#)

This Service Agreement (hereinafter "Agreement") is entered into by the City of Belmont, a municipal corporation (hereinafter "City"), and [Click here to enter text.](#), (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

RECITALS

- A. City requested a proposal from Consultant to perform the services generally including: [Click here to enter text.](#)
- B. In response to the City's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".
- C. In reliance upon Consultant's documentation of its qualifications, the City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A", attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.
2. **PUBLIC WORKS PROJECT.** ☐ When the preceding box is checked, the services to be performed include public works within the meaning of Labor Code Sections 1720 to 1861 and Consultant must comply state laws pertaining to prevailing wage and the requirements contained in City of Belmont Agreement Addendum Labor Code Requirements for Public Works Projects, attached and incorporated in this Agreement by reference..
3. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
4. **PAYMENT.**
 - 4(A). **Billing.** In order to request payment, Consultant shall submit monthly invoices to the City identifying the services performed and the charges therefore (including an identification of

City of Belmont Service Agreement.[Click here to enter text.](#)[Click here to enter text.](#)

personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B"). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

4(B). "Not to Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed \$ [Click here to enter text.](#). Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation payable to the Consultant under this Agreement shall not exceed \$ [Click here to enter text.](#).

4(C). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant's payment).

5. AUTHORIZED REPRESENTATIVES.

5(A). Consultant's Authorized Representative. Consultant understands that, in entering into this Agreement, the City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any). All services under this Agreement shall be performed by, or under the direct supervision of, Consultant's Authorized Representative.

5(B). City's Authorized Representative. For the performance of services under this Agreement, the Consultant shall take direction from the City's Authorized Representative, [Click here to enter text.](#), unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

6. INFORMATION AND DOCUMENTATION.

6(A). Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City's possession.

6(B). Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultant invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

6(C). Ownership of Work Product. All original documents prepared by Consultant (including its

employees and subconsultants) for this Agreement (“work product”), whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant’s services, or upon demand by the City. Consultant shall have a right to make and keep copies of the work product. Consultant shall not reveal the work product, or make it available, to any third party without the prior written consent of the City.

7. **RELATIONSHIP BETWEEN THE PARTIES.** Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City’s agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.
8. **CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by the City if it is reasonably foreseeable that the decision may have a material effect on Consultant’s economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Consultant’s conflicting interest may be terminated by the City.
9. **NONDISCRIMINATION.** Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
10. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
11. **BUSINESS LICENSE.** The Consultant shall apply for and pay the business tax and registration tax for a business license, in accordance with the Belmont City Code.
12. **INSURANCE.** Consultant must, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, subconsultants, suppliers, and employees) in connection with the performance of Work under this Agreement, including against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work. This Agreement identifies the minimum insurance levels with which Consultant must comply; however, the minimum insurance levels do not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements). City reserves the right to modify these requirements, including limits, based on the nature of the

City of Belmont Service Agreement.[Click here to enter text.](#)[Click here to enter text.](#)

risk, prior experience, insurer, coverage, or other circumstances.

12(A). Coverage. Consultant must maintain insurance in the following minimum levels:

12(A)(1). Workers' Compensation. Workers' compensation coverage as required by the State of California, with statutory limits.

12(A)(2). Commercial General Liability (CGL). Commercial general liability with coverage at least as broad as ISO form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

12(A)(3). Employer's Liability. Employer's liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

12(A)(4). Automobile Liability. Automobile liability with coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9) in an amount not less than \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant's vehicle usage in performing services hereunder).

12(A)(5). Professional Liability. For design-build projects, or if the Work requires Consultant to provide professional services related to environmental hazards, professional liability in an amount not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

12(B). Additional Coverage. Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. If Consultant maintains higher levels than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum levels of insurance and coverage shall be available to the City.

12(C). Insurer Qualifications. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

12(D). Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:

12(D)(1). Consultant must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or,

12(D)(2). Consultant must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

12(E). Subrogation Waiver. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect

this waiver of subrogation. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subcontractors. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

12(F). Evidence of Coverage. Concurrently with the execution of this Agreement, Consultant must furnish City with original certificates and amendatory endorsements, or copies of information or declaration page listing all policy endorsements of the insurance required hereunder. However, failure to obtain the required documents before the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

12(G). Endorsements. The insurance policies must be endorsed as follows:

12(G)(1). For commercial general liability and automobile liability insurance, the City (including its elected officials, employees, and agents) must be named as an additional "insured". The endorsement must include 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 and automobiles owned, leased, hired or borrowed by or on behalf of Consultant. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10, GC 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

12(G)(2). Consultant's insurance is primary to any other insurance (including self-insurance) available to the City (including its elected officials, employees, and agents) with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

12(G)(3). No policy shall be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City by first class mail.

12(H). Claims Made Policies. If any required coverage is made on a claims-made form:

12(H)(1). The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

12(H)(2). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

12(H)(3). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12(H)(4). A copy of the claims reporting requirements must be submitted to City for review.

12(H)(5). If the services involve lead-based paint or asbestos identification/remediation, Consultant's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Consultant's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

City of Belmont Service Agreement.[Click here to enter text.](#)[Click here to enter text.](#)

- 12(I). Subcontractors.** Consultant must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant must ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors must provide coverage with a format least as broad as CG 20 38 04 13.
- 13. REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by email at finance@belmont.gov, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.
- 14. INDEMNIFICATION.** Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.
- 15. TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 3 of this Agreement.
- 16. DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.
- 17. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of BelmontAttn: [Click here to enter text.](#)**To: Consultant**Attn: [Click here to enter text.](#)

City of Belmont Service Agreement.[Click here to enter text.](#)[Click here to enter text.](#)[Click here to enter text.](#)One Twin Pines Lane, Suite [Click here to enter text.](#)

Belmont, CA 94002

[Click here to enter text.](#)[Click here to enter text.](#)[Click here to enter text.](#)

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
21. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
26. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
27. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the

City of Belmont Service Agreement.[Click here to enter text.](#)[Click here to enter text.](#)

benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF BELMONT

By: _____
Greg Scoles, City Manager

Date: _____

APPROVED AS TO FORM

Scott M. Rennie, City Attorney

FUNDING VERIFIED

Thomas Fil, Finance Director

CONSULTANT[Click here to enter text.](#)

By: _____

(print name) (print title)

Date: _____

By: _____

(print name) (print title)

Date: _____



REQUEST FOR PROPOSALS

For The Preparation Of A

Public Art Master Plan

For The

CITY OF ALAMEDA

June 29, 2021

Due Date: August 13, 2021

I. Introduction

The City of Alameda ("City"), California is seeking a consultant or a team of consultants ("Consultant Team") to prepare a Public Art Master Plan to guide the implementation of the City's public art program, in alignment with the vision and goals of the Alameda community and Public Art Commission ("PAC").

II. Background

The City is a unique community of approximately 80,884 residents in the San Francisco Bay Area, with a vibrant and active local arts community. In 2003, the City adopted Alameda Municipal Code Section 30-65 Public Art in New Commercial, Industrial, Residential and Municipal Construction (the "Ordinance"). The Ordinance requires that major development projects include on-site public art, and also allows an applicant to pay a fee in lieu of providing the art on-site. Any in-lieu fees collected are deposited in the dedicated Public Art Fund (the "Fund"), which can then only be used by the City to provide or support public art.

Today the City is home to eleven on-site public art installations, with five more approved for installation. In addition, the City has awarded 5 grants for permanent art installations on both public and private property, 7 grants for cultural arts programming, and 16 public art small grants. All of the grant awards have been made since 2016, when several large development projects chose to make contributions to the Fund in-lieu of installing artwork on-site. Prior to 2016, most development projects opted to install on-site artwork.

The goal of the Public Art Master Plan is to provide vision and guidance for the City's growing public art collection and programming. It is intended to build on the 2012 report [Synergy: Public Art for Alameda](#), which provided an assessment of and recommendations for the City's public art program at the time.

III. RFP Schedule

The City reserves the right to alter the following schedule as necessary:

RFP Issued	June 29, 2021
Deadline for RFP Questions	July 15, 2021
RFP Q&A Posted	July 22, 2021
Proposals Due	August 13, 2021
RFP Interviews	Week of September 6 or 13, 2021
Selection of Firm	Week of September 20, 2021

IV. Submittal Instructions

Please submit your proposal electronically to agehrke@alamedaca.gov by 5:00PM PT on *August 13, 2021*.

The proposal must be submitted as a single .pdf file, with the subject line: *(Name of Organization) Response to RFP: City of Alameda Public Art Master Plan*.

Late proposals will not be accepted.

V. Questions

Please email any questions regarding the RFP to Amanda Gehrke, at agehrke@alamedaca.gov by 5:00PM PT on July 15, 2021. Answers will be posted on the RFP webpage on July 22, 2021.

VI. Scope of Work, Fee Proposal, and Schedule

The City looks to the Consultant Team to present a high-quality scope of work (SOW) and cost-effective fee proposal, with a maximum budget of \$60,000. Key components of the Public Art Master Plan include:

1. Development of mission, vision, and goals for the City's Public Art Program, including a focus on cultural equity.
2. Review of existing background documents, including, but not limited to, [Synergy: Public Art for Alameda](#).
3. Creation and/or update of recommended public art policy guidelines for administration of on-site public art and public art grants, including maintenance, conservation and deaccession policies. Some of these policies will build on existing materials, such as those included in the Synergy Report, and the 2006 Alameda Public Art Policy Guidelines.
4. Outreach to and engagement of the Alameda community, including a diverse range of stakeholders.
5. Recommendation of programs and strategies to increase funding for public art in Alameda.
6. Identification of sites for future temporary and permanent public artworks.
7. Recommendation and prioritization of new public art programming, including temporary and permanent physical art grants, cultural art grants, and other programs.
8. One working session with the PAC, and a final presentation of the Public Art Master Plan to the PAC and the City Council.

City staff time can be available to assist with administrative tasks such as scheduling of interviews and community meetings.

The estimated schedule for completion of the strategy, including involvement of the community and presentations to the Public Art Commission and City Council, is a maximum of 6-8 months.

VII. Submittal Requirements

The City is requesting that submitted proposals contain the following information in the ensuing order:

1. Table of Contents
2. Letter of Interest: A letter expressing the Consultant Team's interest in being considered for the Public Art Master Plan. Please include a statement regarding the Consultant Team's availability to dedicate time, key project staff and resources to this work over the next 6-8 months (1-page maximum).
3. Project Understanding and Approach: A statement demonstrating your understanding of the proposed project and describing your approach to completing your proposed SOW in a timely and cost-efficient manner (1-page maximum).
4. Team Organization and Description: Please include information about the specific relevant experience and billing rates for the proposed Project Manager, the Principal-in-Charge (if that person is different from the Project Manager) and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City. If using subconsultants, provide a description of each of the individual firms that will be a part of the Consultant Team; their role on the Consultant Team and involvement in each task; how the Consultant Team will be organized; and who will be the lead member of the Consultant Team. (5-page maximum).
5. Project Manager/Key Staff/Team Experience: For key team members, please provide recent examples of experience with developing similar plans and successful consensus-building in a community engagement process. Please provide references for each example cited, including phone number and email address of contacts (5-page maximum).
6. SOW, Fee Proposal, and Schedule. Please provide a detailed SOW, task-by-task fee proposal and task-by-task schedule.
7. Comments/Questions on the City Standard Service Provider Agreement: The City's standard service provider agreement, which the Consultant Team will be required to sign, is attached for your consideration (see Exhibit A). If the Consultant Team has any questions/concerns related to the standard form contract, they must be submitted in writing with your response to this Request for Proposals.

VIII. Selection Process

Based upon the submitted written responses to this RFP, City's selection team will review and rank the proposals according to the following criteria:

- A. The Consultant Team's past experience and results with similar projects. (25 percent)
- B. The quality and experience of the Project Manager and key staff persons who will be working on the project. (20 percent)
- C. The Consultant Team's demonstrated understanding of the proposed project and the Alameda community. (20 percent)
- D. The Consultant Team's proposed SOW and ability to deliver a high-quality Public Art Master Plan document with a competitive fee proposal and a six-to-eight month schedule. (35 percent)
- E. The Consultant Team's ability to meet the City's standard contract requirements through execution of the Service Provider Agreement attached as Exhibit A; written confirmation of this condition is required to be eligible to submit proposal.

City staff will select a maximum of four (4) Consultant Teams to interview. Staff anticipates interviewing Consultant Teams the weeks of September 6 and 13, 2021.

City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award. City reserves the right to reject any and/or all proposals at its discretion.

The City reserves the right at its sole discretion to modify this RFP (including but not limited to the requirements and/or the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.

The City reserves the right at its sole discretion to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.

The City reserves the right, in its sole discretion, to reject all proposals and not to award the contract for the preparation of a Public Art Master Plan to any applicant should the City deem that it is in its best interests to do so.

The City reserves the right to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.

All costs incurred during proposal preparation or in any way associated with the applicant's preparations, submission, presentation or oral interview shall be the sole responsibility of the applicant.

Applicants are solely responsible for all errors and omissions contained in their proposals.

Please note that all proposals submitted are part of the public record, and will be subject to the California Public Records Act.

Exhibits

Exhibit A: City's Standard Service Provider Agreement

EXHIBIT A: SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ____ day of _____, 20__ ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (the "**Provider**"), in reference to the following facts and circumstances:

RECITALS

A. 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. The City is in need of the following services: _____. [City staff reached out to the service providers on the City's bidders list interviewed qualified firms and selected the service provider that best meets the City's needs.][City staff issued a RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.][The Provider was selected on a sole source basis because (must provide justification for sole source selection).][Other: Describe the selection process actually used.]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.]

D. City and Provider desire to enter into an agreement for _____, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 20__, and shall terminate on the ____ day of _____ 20__, unless terminated earlier as set forth herein.

[This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the [City Manager][_____] Director], based, at a minimum, upon

satisfactory performance of all aspects of this Agreement. The [City Manager][_____] Director] may submit written notice that the Agreement is to be extended [at the same terms and compensation as the existing Agreement.][and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.][and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.][Other: Describe the compensation escalator.]

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.][as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.][as set forth in Exhibit B.]

b. [If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.]

[If you wish to encumber department funds annually in the same amount, or if you are doing a contract with one-year extensions, then state: Compensation for this contract shall not exceed \$XX,XXX per year, for a total five-year Compensation not to exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City]

[If the compensation is to be encumbered annually, but in different amounts because of an escalator then state: Compensation for work done under this Agreement, shall not exceed as follows:

FY XX-XX total compensation shall not exceed \$XX

FY XX-XX total compensation shall not exceed \$XX

FY XX-XX total compensation shall not exceed \$XX

FY XX-XX total compensation shall not exceed \$XX

FY XX-XX total compensation shall not exceed \$XX

Total five year compensation shall not exceed \$XXX,XXX]

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
or	
Combined Single Limit:	\$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

[(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence]

[(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations,

information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2-\$5,000,000 per occurrence or claim; and \$3-\$10,000,000 per aggregate.

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.]

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda

[Department]

[Address]

Alameda, CA 94501

ATTENTION: [Title]

Ph: (510) [xxx-xxxx] / Fax: (510) [xxx-xxxx]

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]

[Department]

[Address]

[City, State, zip]

ATTENTION: [Title]

Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

f. All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda

[Department]

[Address]

Alameda, CA 94501

ATTENTION: [Name/Title]

Ph: (510) [xxx-xxxx] / Email

18. **SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent

requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

26. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

28. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

29. [NONDISCRIMINATION – FEDERAL REQUIREMENTS]:

a. Provider 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, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider 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, or condition of physical or mental handicap in accordance with requirements of 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 interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination

provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

30. [NONDISCRIMINATION – HUD REQUIREMENTS:

a. Provider 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, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider 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, or condition of physical or mental handicap in accordance with requirements of 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 interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

(i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

C. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

31. **[RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:**

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY

a (California corporation, LLP, LC,
GP, sole proprietor/individual)

CITY OF ALAMEDA

a municipal corporation

NAME

TITLE

Eric J. Levitt

City Manager

NAME

TITLE

RECOMMENDED FOR APPROVAL

[DEPARTMENT HEAD NAME]

[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:

City Attorney

E.

[NAME]

[Assistant] City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name of Person or Organization:

City of Alameda

Public Works Department

Alameda Point, Building 1

950 West Mall Square, Room 110

Alameda, CA 94501-7558

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO

CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

Name of Person or Organization:

SCHEDULE
SAMPLE

City of Alameda

Public Works Department

950 West Mall Square, Room 110

Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

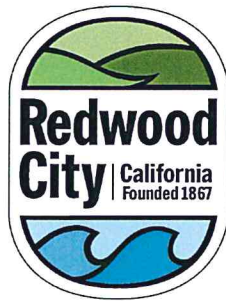
Page 1 of 1

REQUEST FOR QUALIFICATION AND SEALED FEE PROPOSAL

FOR THE

CITY OF REDWOOD CITY

PUBLIC ART MASTER VISION INITIATIVE



Released September 12, 2016

Submittals due by October 7, 2016 on or before 4:00PM

Late submittals will not be accepted

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REQUEST FOR QUALIFICATION AND SEALED FEE PROPOSAL (RFQ/P)

For the CITY OF REDWOOD CITY PUBLIC ART MASTER VISION INITIATIVE

SECTION I – OVERVIEW OF PROCESS

A. BACKGROUND

The City of Redwood City is seeking proposals from licensed Curatorial firms to serve as consultants on the revision of a Public Art Master Vision. The update and re-imagining of the original Master Plan will provide direction to the Parks, Recreation, and Community Services Department, the Public Art Task Force, the Civic Cultural Commission, and various local arts organizations, as well as guide the City Council in the planning and processes necessary to further develop, administer and maintain a dynamic public art program in the City of Redwood City. The scope of work includes public outreach and community education, including but not limited to, the facilitation of a series of community meetings and public art workshops for City leadership, art collaborations/supporters, and the general public. The selected firm will be responsible for the preparation of preliminary design for the Master Vision of public art in the city, which will include evaluation of policies and procedures, prioritization of City needs related to public art, identification of types and locations of art throughout the City where appropriate, and recommendation of processes necessary to the creation of a clear and effective future for public art in the City of Redwood City.

As a community of over 84,000 residents, residing in 19 square miles of land, the City of Redwood City is committed to providing creative and engaging art opportunities for all its citizens, with a particular focus on expanding beyond the concentrated downtown area. The appointed firm will be responsible for the creation of a long-term curated vision for Redwood City's public art, and for making recommendations with reference to the City's physicality, demographics, and culture.

The team should possess extensive experience in the public outreach and consensus building process. The consultant is expected to facilitate a minimum of three community workshops with residents, staff, and committee members in English and Spanish. Administrative preparations (flyers, notices, room reservation and set up) will be handled by the City. All community outreach efforts must be fully coordinated with City's project staff.

The appointed firm will collaborate with and report to the Director of the Parks, Recreation and Community Services Department.

B. PURPOSE OF THIS RFQ/P

The purpose of this document is to facilitate the selection of a qualified Curatorial firm and team to assist with the creation of the Public Art Master Vision Initiative.

Consultants are urged to submit concise proposals, appropriate to the scale of the project and include only items that are relevant to this specific project.

The City of Redwood City reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

C. SCOPE OF SERVICES

The scope of services described herein in the enclosed is the minimum necessary to meet the City's objectives. See Exhibit 1 – Project Scope of Services.

D. PROJECT SCHEDULE

The following is a preliminary schedule for the project.

<u>Date</u>	<u>Action</u>
Week of October 10, 2016	Consultant Interviews and selection of Consultant
November 7, 2016	Award Consultant Contract
December 2016/January 2017	Community Workshops (TBD because of holidays)
February, 2017	City and Art Collaboration Workshops
March 2017	Development of Master Vision Plan
April, 2017	Presentation of Plan to Civic Cultural Commission
May, 2017	Presentation to City Council for adoption

E. CONSULTANT SELECTION SCHEDULE

A following schedule has been established for conducting this consultant selection process. The City of Redwood City reserves the right, however, to modify this schedule at any time.

<u>Task</u>	<u>Approximate Dates</u>
Issuance of Request for Proposal	September 12, 2016
Proposals due	October 7, 2016
City to review and rank proposals	October 10, 2016

Interviews (if needed)
Award Consultant Contract

October 13, 2016
November 7, 2016

F. QUESTIONS AND INQUIRIES

Questions regarding the information contained in the RFQ/P document must be submitted in writing by E-mail to the following location: cbeth@redwoodcity.org

This contact is the only individual authorized to receive or respond to questions or comments. All questions must be received by **September 30, 2016**. Questions will be responded to in writing. Written summaries of all questions and answers will be distributed to each consultant. Anonymity of the source of specific written questions will be maintained in the written responses.

A clarification addendum will be issued, if necessary.

Telephone requests for information or inquiries will be allowed only if the nature of the request or inquiry does not lend itself to formulation into a written question. Verbal inquiries, however, are discouraged and calling parties may be requested to submit written questions in lieu of receiving a verbal response. The intent behind this requirement is to ensure that consultants have available to them the same information and no inconsistent, incomplete or misinformation is communicated to any team.

G. DELIVERY OF RESPONSES

- a. All responses to this Request for Qualifications and Sealed Fee Proposal (RFQ/P) must be received by Chris Beth, Director of PRCS, by **October 7, 2016 at the Redwood City Parks Department Administrative Offices located at 1400 Roosevelt Ave., Redwood City, CA 94061 on or before 4:00pm**. Proposals received after the stated deadline will not be accepted. If the submittal is not being hand-delivered, each respondent must ensure it is sent to arrive on or before the required date and time of the response.

The Community Activities Building business hours are 8:00 AM - 5:00 PM Monday – Friday, except observed legal holidays. The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations.

- b. Submittal response materials shall be submitted in accordance with all requirements set forth in this RFQ/P document (see Section II - Submittal Requirement). Clearly mark the submittal as follows: 'RFQ/P – Public Art Master Vision Initiative'. Please place all six (6) copies of the submittals in a single box, along with one copy in a sealed proposal envelope, as well as thumb drive with submittal information for ease of duplication.

- c. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications and Sealed Fee Proposal (RFQ/P) unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Redwood City and the firm selected.

H. SELECTION PROCESS & CRITERIA

Selection Process

City staff will evaluate the proposals submitted and rank each firm's proposal. Based on this evaluation, the City may choose to invite up to three (3) firms to participate in an oral presentation/interview session or select the firm based on the results from the evaluation of the proposal. The City presumes the candidate will have reviewed the sample contract and insurance requirements attached to RFQ/P and has accepted the City's terms.

In the event the City chooses to conduct interviews as part of the selection process, the selected firms will be asked to present to a panel, which may consist of City staff, members of the Civic Cultural Commission and/or Public Art Task Force, and the Parks and Arts Foundation. Firms selected for the interview will be allowed thirty (30) minutes to present their firm experience and project approach. Following the presentation, there will be a thirty (30) minute informal question and answer discussion.

At the conclusion of the evaluation (or if a best-qualified firm is selected without the need for an oral presentation), the City will enter into contract negotiations with the top ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the second-rank firm. City staff will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to modify the scope of the project and related services at any time based on the best interests of the City. The City also reserves the right to reject any or all proposals and to waive any and all irregularities to choose the firm which, in the City's opinion, best serves the City's interests. The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations.

Selection Criteria

Some of the criteria for selection of the consultant team for each of the various disciplines being solicited for are listed below, not necessarily in order of importance and include but are not limited to:

- a. Firm's overall professional qualifications in discipline. Firms with less than 8 years of experience curating public art exhibitions will not be considered.

- b. Success and range of experience of each firm, especially with cities or clients with similar capital projects and/or programs, including quality of work, success in meeting project deadlines, success in meeting project budget, and related criteria.
- c. Work program for carrying out assignments and ability to adhere to schedules and budgets.
- d. Firm has an extensive knowledge and access to a great variety of contemporary visual artists, and artists working in the public realm.
- e. Proven ability to create site-specific art.
- f. Experience with public art fundraising, PR, and the development of educational campaigns.
- g. Demonstrated experience and knowledge of urban design, planning, and architecture.
- h. Demonstrated experience and knowledge of programming, surveying of existing facilities, presentations, site development planning, site analysis and selection, project scheduling and budgeting, as well as all phases of design through bidding and construction administration.
- i. Business License Requirements: The consultant and their sub-consultants must retain or apply for a business license in the City for any work within City limits.

SECTION II - SUBMITTAL REQUIREMENTS

A. MANDATORY RFQ/P SUBMITTAL MATERIALS

- a. Each RFQ/P response shall be 8-1/2" x 11" vertical format for written materials
- b. Submit six (6) copies of each bound document, in a spiral bound soft cover. Do not submit in a loose leaf, 3-ring binder or other hard cover binder.
- c. The submittal shall be typed and shall not exceed twenty-five (25) pages of written material including the cover letter. Submittals failing to comply with the page limitation will not be considered.
- d. Submittal must include examples of previous work and a sample master plan
- e. Either presentation boards or Powerpoint presentations will be accepted in the interview/presentation (see Section III Evaluation). Presentation boards shall be 30" x 42", unframed with appropriate scale and identification. Copies of all presentation boards shall be reduced to 11" x 17" paper size and included in the submittal in the numbers of copies indicated above. Electronic and slide presentations must be included in the written RFQ/P submittal response.
- f. To be responsive, each RFQ/P submission must include only the following information in the format indicated. The submittals shall be tabbed in separate sections to match the following categories. Submittals not organized according to the following format may be rejected.

1. **Cover Letter.** Consultant identification including name, year firm established, address, city, state, zip code, telephone number and e-mail address of the firm's applicant(s). *Length: One (1) page maximum.* 2.
2. **Letter of Interest.** Statement of interest detailing the firm's interest in the project and highlighting unique features it would bring to the project. *Length: One (1) page maximum.*
3. **Statements of Qualifications.**
 - i. Provide statement of qualifications for each of the specific disciplines;
 - ii. Include the firm's structure, background, and interest, detailing the firm's interest in the project and highlighting unique features it would bring to the project;
 - iii. List of recent projects similar in scale, cost, and complexity and also note the year completed; include the name, address and phone number for client, contractor, or person that may serve as a reference;
 - iv. Firm's current work load and backlog;
 - v. Identify any recent or pending litigation.*Length: One (1) page maximum.*
4. **Relevant Experience/Examples of Work.** Provide descriptions of up to three (3) previous projects within the past 10 years that most closely relates to this request for services.
 - i. Include projects' scale, cost, and complexity and also note the year constructed; name, address and phone number for client, contractor, or person that may serve as a reference.*Length: Three (3) page maximum.*
5. **Professional Background.** Provide a summary of the applicant's professional background, with a predominant focus on special professional and/or project experience. *Length: Two (2) pages maximum.*
6. **List of Client References.** Provide a list of clients to be used as references for your work.
 - i. Must include the contact name, address, telephone number, nature of job, length of engagement, and resulting project.*Length: One (1) page maximum.*
7. **Presentation material.** Copies of all presentation boards shall be reduced to 11" x 17" paper size (optional).
8. **Sealed Fee Proposal.** The Fee Proposal shall be submitted in a separate sealed envelope marked "Public Art Master Vision Initiative".

B. RESOURCE ALLOCATION

Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.

Another copy of the same estimate, but with proposed hourly rates listed, shall also be prepared and submitted in a sealed envelope together with the proposal. The sealed Fee Proposal is considered confidential and will be used for contract negotiations only.

SECTION III - EVALUATION OF RESPONSES**A. SUMMARY OF EVALUATION PROCESS**

Candidate firms will be selected on the basis of professional qualifications and demonstrated competence.

Redwood City Parks, Recreation and Community Services Department staff will evaluate the proposals based upon the proposal's effectiveness and efficiency in supporting each of the following items:

- Overall responsiveness to the RFQ/P
- Qualifications, experience and commitment of the project manager and team. The project manager shall preferably have successfully completed at least three (3) projects of similar nature, complexity, and size during the last years (insert time period appropriate to scale and complexity of project) years.
- Firm (and project team) qualifications, experience and referenced projects
- Effectiveness of team effort to design the project
- Project understanding, innovative approach and proposed scope of services
- Project management plan and schedule
- Ability to sign the City's Standard Professional Services Agreement

Each candidate submitting a response to this RFQ/P acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the candidate's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each candidate acknowledges and agrees that all documentation and/or materials submitted with in response to this request shall remain the property of the City.

SECTION IV - LIST OF EXHIBITS

Exhibit 1 - Project Scope of Services

- I. General
- II. Project Objectives
- III. Scope of Services

Exhibit 2 - Sample Standard City Agreement for reference

Exhibit 1 – Project Scope of Services

Public Art Master Vision Plan

September 12, 2016

I. General

The City of Redwood City is seeking proposals from licensed Curatorial firms to serve as consultants on the creation of a Public Art Master Vision. The update and re-imagining of the original Master Plan will provide direction to the Parks, Recreation, and Community Services Department, the Public Art Task Force, the Civic Cultural Commission, and various local arts organizations, as well as guide the City Council in the planning and processes necessary to further develop, administer and maintain a dynamic public art program in the City of Redwood City. The scope of work includes public outreach and community education, including but not limited to, the facilitation of a series of community meetings and public art workshops for City leadership, art collaborations/supporters, and the general public. The selected firm will be responsible for the preparation of preliminary design for the Master Vision of public art in the city, which will include evaluation of policies and procedures, prioritization of city needs related to public art, identification of types and locations of art throughout the City where appropriate, and recommendation of processes necessary to the creation of a clear and effective future for public art in the City of Redwood City.

As a community of over 84,000 residents, residing in 19 square miles of land, the City of Redwood City is committed to providing creative and engaging art opportunities for all its citizens, with a particular focus on expanding beyond the concentrated downtown area. The appointed firm will be responsible for the creation of a long-term curated vision of Redwood City's public art, and for making recommendations with reference to the city's physicality, demographics, and culture.

The team should possess extensive experience in the public outreach and consensus building process. The consultant is expected to facilitate a minimum of three community workshops with residents, staff, and committee members in English and Spanish. Administrative preparations (flyers, notices, room reservation and set up) will be handled by the City. All community outreach efforts must be fully coordinated with City's project staff.

The appointed firm will collaborate with and report to the Director of the Parks, Recreation and Community Services Department.

II. Project Objectives

There are four major project objectives:

1. Collect community input and create public engagement.
2. Develop a long-term Master Vision for the future of public art in Redwood City.
3. Review existing procedural documents and make recommendations.
4. Initiate a public art educational campaign for city leadership, art organizations, and residents.

The following scope of work is based on the total project budget for \$75,000 for final Public Art Master Vision Plan ready for and including presentation to City Council.

III. Scope of Work

1. Gauge public interest and collect community input through the facilitation of five (5) community meetings:
 - i. Lead a minimum of three (3) meetings for the general community, inclusive and representative of all groups and regions of Redwood City, reaching a broad demographic.
 - ii. Lead a minimum of one (1) meeting for city officials and arts organizations.
 - iii. Lead a minimum of one (1) meeting for potential partners, developers, sponsors, and patrons.
2. Conduct intake of suggestions from residents, business owners, and developers.
3. Develop a Master Vision for the City of Redwood City with special attention given to the pairing of artwork types and the spaces allotted to them.
4. Develop a conceptual, long-term approach to public art in the city in the spirit of a "Museum Without Walls;" providing examples of potential artists, works in situ, and aesthetic direction.
5. Create a prioritized list of locations for temporary and permanent public art installations based on need and diversity of city assets.
6. Compile a list of artist recommendations, examples of pre-existing works, and different metropolitan public art approaches, with the option to include conceptual proposals.
7. Review existing procedural documents in order to streamline the call for artists process and refine the artwork approval procedure, among other tasks to improve efficiency. Make recommendations based on findings.
8. Re-evaluation will include documents including, but not limited to the following: the Public Art Master Plan, the City Approval Process, and Section 2.38 and Chapter 45 of the Redwood City Code.

9. Lead a series of public art talks to address the merits and benefits of public art, the national view on public art, its potential role in Redwood City, best practices, and how the public can get involved.
10. Host a minimum of three (3) informal educational workshops or panel discussions on public art for members of the City Council, Parks and Arts Foundation, Civic Cultural Commission, Public Art Task Force, philanthropists, and possible sponsors with the intention of creating a further informed decision-making coalition.
 - i. Firm may lead the talks or invite experts in the field.

SAMPLE STANDARD CITY AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

(Insert Name of Consultant)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 201_, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and _____ ("Consultant").

RECITALS

- A. City requires the professional services of a _____.
- B. Consultant has the necessary experience in providing professional services and advice.
- C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.
- D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. City shall have the right to modify the scope of work to delete tasks in whole or in part.
2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and shall expire upon completion of performance of Services hereunder by Consultant.

[OR]

3. Term. Unless earlier terminated, the term of this Agreement will be effective for a period of _____ from the date first above written. The City Manager may amend the Agreement to extend it for additional periods in an amount not to exceed \$_____.

per _____. Extensions will be based upon a satisfactory review of Consultant's performance, City needs, and appropriation of funds by the City. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

[REMOVE THE PARAGRAPH 3 THAT IS NOT CHOSEN.]

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to use its best professional efforts to meet the schedule. City understands that Consultant's performance must be governed by sound practices.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. The total fee payable for the Services to be performed during the initial term of this Agreement will be \$ _____. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. City has the authority to withhold a 10% percent retention until City has accepted all of the services specified in Exhibit "A."

There shall be no additional charge for expenses unless agreed to by City. Payment will occur only after receipt by City of invoices sufficiently detailed to include hourly rates, hours worked, and tasks performed, unless otherwise agreed to by City. Incremental payments, if applicable, will be made as outlined in attached Exhibit "A."

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement shall not be considered employees of City for any purposes.

8. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

1. Indemnification. Consultant will defend, indemnify and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence, active negligence, or willful misconduct of City.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

The parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

11. Insurance. Consultant shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-V."

11.1 Coverages and Limits. Consultant, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney, approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional

insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

11.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim.

11.2. Additional Provisions. Consultant will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

11.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance: City, its officers, agents, volunteers and employees will be named as additional insureds.

11.2.2 Consultant will obtain occurrence coverage, except that Professional Liability will be written as claims-made coverage.

11.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

11.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.

11.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

11.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

11.7 Reduction in Coverage/Material Changes. Consultant will notify City thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, as may be amended from time-to-time.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. Ownership of Documents. All work product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the work product for Consultant's records.

15. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

16. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:

(650) 780-7380

City of Redwood City

Attention: City Manager

1017 Middlefield Road

Redwood City, CA 94063

For Consultant:

Name _____

Title _____

E.

Address _____

Phone No. _____

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. Conflict of Interest. City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of Consultant's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with City an affidavit disclosing this interest.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant's Services with all applicable laws, ordinances and regulations.

19. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If City decides to abandon or postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within 10 days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be

paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make a determination of final payment based upon the value of the work product delivered to City and the percentage of the services performed.

21. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for City to terminate this Agreement.

23. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of City, which will not be unreasonably withheld.

25. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

CITY: City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: _____

ATTEST:

Silvia Vonderlinden, City Clerk

CONSULTANT: [NAME]
[ADDRESS]

*By: _____

**By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, or

****Group B.**
Secretary,
Assistant Secretary,

Vice-President

CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES

Itemized List of what Consultant will do for City and at what price and schedule.

REQUEST FOR PROPOSALS
2021-RFP-001
SSF PUBLIC ART MASTER PLAN CONSULTANT SERVICES

City of South San Francisco
400 Grand Ave
South San Francisco, CA 94080

RELEASE DATE: September 27, 2021

DEADLINE FOR QUESTIONS: October 25, 2021

RESPONSE DEADLINE: November 8, 2021, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/ssf>

City of South San Francisco
REQUEST FOR PROPOSALS
SSF Public Art Master Plan Consultant Services

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Attachments:

A._SSF_Sample_Consulting_Services_Agreement_21.9.pdf

1. INTRODUCTION

1.1. [Summary](#)

OVERVIEW OF PROJECT GOALS

The City of South San Francisco (“City”) is requesting proposals pursuant to this Request for Proposal (“RFP”) from qualified firms (“Consultant” or “proposer” as appropriate) to prepare a comprehensive Public Art Master Plan (“Plan”), to be aligned with the City’s General Plan update that is scheduled to be completed in mid-2022. The purpose of the Plan is to develop a clear set of goals, policies, and objectives that will provide guidance for the Cultural Arts Commission, City Council, and City staff for the development, improvement, and enhancement of the City’s public art inventory and cultural arts programs. This document is intended to be a tool to guide the City of South San Francisco in arts planning on a long-term basis. The process will include the creation of a comprehensive inventory of art and art programs, an analysis of current and forecasted needs, the creation of a potential arts district, and implementation strategies. The development of the Plan will include public engagement to determine the needs and priorities of the community. The result will be a comprehensive Public Art Master Plan that establishes a foundational pathway and achieves executable guidelines that strengthen the City’s unique, regional identity from the present to the future.

1.2. [Background](#)

CITY HISTORY

South San Francisco, a city of 67,587 people (2018), occupies the basin and portions of a broad valley formed by the San Bruno Mountains on the north and the Coast Range on the west. The City attributes its historical and cultural identity to its many inhabitants over time. The Ohlone Indians roamed the Peninsula over 300 years ago. Spain colonized the area in 1769. The Mexican government took control of the territory from Spain in 1821. In the decades that followed, evolving industries and opportunities heralded immigration that continued into the 20th century. Greek, Irish, German, Italian, Asian, Portuguese, Filipino, Mexican, and Central American, among others, added their distinctive cultural imprint on the community.

South San Francisco officially evolved from town to city when incorporated on September 19, 1908. Major industries located in the city, and two world wars led to a transition focused on shipbuilding. The 1950's brought modern industrial parks to the East of 101 area, freight forwarding, light industries, and other airport-related businesses thrived. A new era began in 1976 with the founding of Genentech. The emerging biotech industry led to the City’s new moniker, “Birthplace of Biotechnology.”

Currently South San Francisco has a highly diverse population with a median age of 38.8. The City is one of the most interconnected Bay Area cities. The transit systems include the Caltrain station, two major interstate highways, a BART station, a water transit ferry, bus service throughout the Peninsula, free shuttle services, and the nearby San Francisco International Airport.

South San Francisco’s Demographic Makeup

American Community Survey, 5 Year Estimates (2013-2017)

- 41% Asian and Pacific Islander
- 34% Hispanic (all races)

- 19% White
- 2% Black, African-American
- 4% Other

Art in South San Francisco

Each generation has uniquely addressed the accessibility of public art. In 1929, business leaders invited the world to establish commercial ventures in the City of South San Francisco by installing concrete letters unabashedly announcing “South San Francisco The Industrial City” in the scenic backdrop of Sign Hill. This prominent image is considered to be one of South San Francisco’s first public art installations and was placed on the National Register of Historic Places in 1996.

As an arts advocate, the late, former mayor, Jack Drago, envisioned the need for official procedures and community involvement in the City’s public art program. He initiated the Cultural Arts Commission in October of 1994. The Parks and Recreation Department provided support for this citizen’s advisory board since its inception.

Funding for art was obtained through various sources. In 1997, the City adopted an ordinance, administered by the Planning Commission, that created an opportunity for local businesses to contribute to an art fund in lieu of meeting landscape requirements where circumstances made this impossible. Beginning that year, the City Council also periodically allocated funds for the acquisition of public art. Grant and corporate funding have subsidized acquisitions. Partnerships were established to facilitate select projects.

In November 2020, City Council approved an ordinance, the Public Art Requirement and In-Lieu Fee for Non-Residential Developments, establishing a public art requirement for specified non-residential development projects. The projects are required to contribute public art with a value of at least one percent (1%) of the amount of construction costs or make a public art contribution payment in an amount not less than half of one percent (0.5%) of construction costs into the public art fund. The potential for this developer fee mechanism to generate significant funding for public art established the importance of having a Public Art Master Plan to guide future acquisitions and programs.

The Cultural Arts Commission fundraises for the Jack Drago Cultural Arts Commission Youth Art Scholarship, a financial award for selected South San Francisco Unified School District graduating high school seniors seeking continued education in the arts. The Parks and Recreation Department continues to administer and budget art gallery programs and ancillary public art programming. This includes a dedicated, part-time administrative position.

Currently, the City has over 35 public artworks, consisting of murals, sculptures, paintings, and historical artifacts. There is a 400 x 40-foot sculpture garden in Orange Memorial Park with 14 sculptures installed. Public art is featured at several key entrances to the city. The Parks and Recreation Department maintains a dedicated City cultural arts webpage and interactive online art map. Hard copy brochures mapping public and private art installations are available in City offices. Four, 2-day annual art gallery programs, including a youth art exhibit are presented under the auspices of the Cultural Arts Commission. In 2020, the Cultural Arts Commission distributed a community Public Art Survey to identify needs and interest in South San Francisco art programs and to help guide future public art planning.

1.3. [Contact Information](#)

Ercie Santos

Cultural Arts Specialist

33 Arroyo Drive

South San Francisco, CA 94080

Email: ercie.santos@ssf.net

Phone: [\(650\) 829-3810](tel:(650)829-3810)

Department:

Parks and Recreation

1.4. [Timeline](#)

The anticipated schedule for selecting a consulting firm for this project is as follows:

RFP Release Date	September 27, 2021
Question Submission Cutoff Deadline	October 25, 2021, 2:00pm
Proposal Submission Deadline	November 8, 2021, 5:00pm
Additional Hard Copy Proposals postmarked by	Monday, November 8, 2021
Interviews of selected firms shortlist	January 2022 (tentative)
Consultant Selection Announced/Award of Contract	February 2022 (tentative)

2. SCOPE OF WORK

2.1. SCOPE OF SERVICES

The 2020 Public Art Survey data can be utilized however, additional public and stakeholder outreach will be required by the Consultant.

As a part of their proposal, Consultant must submit an outline of the process they anticipate following and a proposed schedule to complete the Plan. It is expected that the final planning process and timeline will be developed in collaboration with the City.

The Plan will serve as a reference document to the City's General Plan and will be reviewed by the Cultural Arts Commission and adopted by the City Council.

The submitted proposal shall address the following areas of service:

Assessments and Recommendations

1. Identify standards for what is classified as public art.
 - Review current public art collection, inventory artworks and programs.
 - Recommend standards for future acquisitions/projects.
2. Identify criteria for selection of public art.
 - Highlight best practices.
 - Acknowledge government purchasing procedures.
3. Define processes and policies for public art, including but not limited to the following:
 - Art donations, Temporary artworks, Artist or community-initiated artwork, Deaccession, Ongoing maintenance, Upkeep, Relocation and removal policies and recommendations

Public Participation Plan

1. Undertake a comprehensive community outreach program to fully engage residents, stakeholders and the community at large in shaping and defining what Public Art is in South San Francisco.
2. Undertake specific outreach to minority communities as well as low- and moderate-income residents to help identify specific opportunities for public art engagement that will be beneficial for those communities.

Development of Cohesive Plans

1. Identify and clarify key themes and values on which the community should focus its public art resources.
2. Provide recommendations for program development (such as urban/street art, public art pocket map, murals, banners, community art gallery, artists registry, performing art, music, digital media).

3. Create measurable steps for achieving public art goals in 1-5 years; Forecast 15–20-year initiatives.
4. Outline plan to create an arts district, including but not limited to the following based on Consultant experience/expertise:
 - Recommended contiguous location(s).
 - Recommended space and operational characteristics for creative space needs (e.g. square footage, height requirements, ventilation, outdoor access, storage, live/work needs).
 - Recommended space and operational characteristics for community performance space.
 - Suggest financing options to initiate and support necessary creative space infrastructure.
5. List and map potential locations for future art; Explore options for re-zone of areas in City to encourage long-term artist residency and community space opportunities.
6. Suggest a long-term approach and priorities for disbursement of the Cultural Art Fund.
7. Identify additional funding resources and staffing recommendations.
8. Suggest goals for marketing and audience development.
9. Indicate actions for promotion of cultural diversity, community and neighborhood inclusivity.
10. Summarize Master Plan goals and content in an accessible, consumer-friendly format.
11. Suggest priorities for proposed projects, with a projected timeline and financial strategy for implementation.
12. Outline pros/cons of suggestions and priorities.
13. Analyze current and best-in-practice metrics, comparisons, redundancies, and context with surrounding cities, and establish a plan for tracking performance of metrics as relevant to overall Plan.
14. Produce an attractive and understandable final printed and digital report which includes the findings noted above.
15. Present at a minimum of one Cultural Arts Commission meeting and one City Council meeting.

2.2. BUDGET

Consultant shall provide a proposed budget itemized by task as well as the total project cost proposed, total project cost stated as a firm fixed fee not to exceed \$80,000. Labor and direct costs should be identified by task. Hourly rates for project staff shall also be provided. **Cost Proposal will be submitted separate from the rest of the RFP response.**

2.3. GENERAL REQUIREMENTS OF THE SELECTED CONSULTANT

Potential proposers are advised to become familiar with all conditions, instructions, and specifications of this RFP, including the City's standard Consultant Services Agreement, attached hereto as Attachment A and incorporated herein. Proposers interested in responding to this RFP should be prepared to enter

into the agreement under its standard terms, meet its standard requirements, and provide required insurance for the duration of the contract period.

By submitting a proposal, Consultant represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Consultant has conducted such additional investigation as it deems necessary and convenient, that Consultant is capable of providing the services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFP, and that Consultant has reviewed and inspected all materials submitted in response to this RFP. Once the Consultant has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Consultant to requested additional compensation.

In addition, by submitting a response to the RFP, Consultant shall comply with the following:

- Consultant shall be prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the City.
- Consultant shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, physical or mental disability, sexual orientation, marital status, pregnancy or pregnancy-related condition, political affiliations or opinions, color or age. Consultant also represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of the foregoing.
- Consultant shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.
- Consultant shall operate as an independent contractor and will not be considered employee(s) of the City of South San Francisco.
- Successful consultant will be paid on actual invoices as work is completed as provided in written contract.

2.4. CONDITIONS OF PROPOSAL ACCEPTANCE

The RFP is not an offer by the City to contract with a Consultant responding to this RFP. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to cancel, extend, or revise, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. The City reserves the right to waive any irregularities or informalities contained within this RFP, and/or reject any or all proposals received as a result of this request; negotiate with any qualified proposers; or to cancel the RFP in part or whole. The City reserves the right to request additional information and/or clarifications from any or all responders to this RFP.

All proposals and material submitted will become the property of the City of South San Francisco and included as a part of the final services contract between City and Consultant, and will not be deemed confidential or proprietary. In the event that a proposer desires to claim portions of its proposal as exempt from disclosure as proprietary material or trade secret, it is incumbent upon the proposer to clearly identify those portions as proprietary or trade secret. Please note that although the California Public Records Act recognizes certain confidential proprietary/trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a proposer submits is a trade secret or proprietary. If a request is made for information marked trade secret or proprietary, and a requester takes legal action seeking release of the materials it believes does not constitute proprietary or trade secret information, by submitting a proposal in response to this RFP, a proposer agrees to indemnify, defend and hold harmless the City, its officials, representatives, agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract.

The City of South San Francisco reserves the right to award in whole or in part, by item or group of items, when such action serves the best interest of the City. The City and Consultant may agree to add additional work to the agreement by mutual agreement at a later date. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

2.5. SELECTION PROCESS

The selection process will begin in November 2021. The selection panel will review and jury all proposals.

The City's ultimate acceptance of any proposal and its award of any contract will be based on a combination of the Evaluation Criteria as demonstrated in the written proposal, and a determination of the best overall value for the City. Once the evaluations of proposals are completed, the City, at its sole discretion, may choose to conduct interviews with a number of the highest ranked proposers. The City reserves the right to select a proposal without conducting interviews. Proposers may be asked to submit additional documentation at or after the interview stage.

If a final Consultant is identified, it will be to the most qualified respondent with whom City is able to successfully negotiate the compensation and terms and conditions of any and all agreements. If the City is unable to negotiate a satisfactory agreement, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may then commence negotiations with the next most qualified candidate in sequence, until an agreement is reached or determination is made to reject all submittals.

Once a determination is made based on the evaluation of proposals, references, and interviews (if conducted), staff will make a recommendation to the City Council, who will be the body to award the contract. Please note that final selection of the Consultant, the terms and conditions of any and all agreements, and authority to proceed with these services, and final award of the services contract shall all be at the sole discretion of the City Council.

3. EVALUATION CRITERIA

The successful Consultant will be selected based on qualifications and demonstrated competence and the contract may not be awarded to the lowest responsible proposer. Cost will be only one factor in determining the selection. When selecting the Consultant, the skill and ability of the entity or person performing the services is a key component of the selection criteria.

A selection panel formed by the City will evaluate the proposals submitted and assign each a ranking. Following are the criteria for evaluation of the proposals, with the assumption that all minimum requirements have been met. Proposers should address these criteria in their proposals.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Project Approach/Knowledge and Understanding Demonstrated understanding of the RFP objectives and work requirements. Identification of key issues. Methods of approach, work plan, and experience with similar projects related to type of services. Respect for and preservation of the City's culture. Potential impact to environment/community.	Points Based	35 (35% of Total)
2.	Management Approach and Staffing Plan Qualifications of project staff (particularly key personnel such as the project manager), key personnel's level of involvement in performing related work, the team's experience with local procedures and City outreach and the team's experience in maintaining schedule. Attentiveness to post-project service, i.e., Consultant's willingness to work side-by-side with the hiring organization to ensure the project's success.	Points Based	25 (25% of Total)
3.	Qualifications of the Proposer Firm Experience with similar projects. Technical experience in performing work related to type of services; capabilities of developing innovative or advanced techniques; strength and stability of the firm; technical experience and strength and stability of proposed subconsultants; and demonstrated communications quality and success. The City will be open to entertaining new and progressive ideas that embody the transformative power of art.	Points Based	20 (20% of Total)

4.	Total cost and cost effectiveness Including hourly rates, reasonableness, and appropriateness of preliminary task budget.	Points Based	20 <i>(20% of Total)</i>
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4. VENDOR SUBMISSIONS

4.1. Proposal Requirements*

Did you read through this RFP and the sample agreement located in the [Attachments](#) Tab?

☐ Yes

☐ No

*Response required

4.2. Proposal Forms to Submit With RFP Response

Proposals are required in two formats as follows. The City must receive both formats to consider a proposal.

- Responses must be submitted electronically to: Procure Now
<https://secure.procurenow.com/portal/ssf>
- Seven (7) printed copies

The proposal format is required to be presented in the following order:

a. Statement of Understanding

A description of Consultant's approach to the performance of the work requested that illustrates the Consultant's understanding of the nature of the work being requested and the total cost of services presented in the proposal. Include a brief statement of how the applicant learned of this opportunity.

b. Scope of Work

Provide a detailed project scope of work based on the RFP. Describe the methodological plan for accomplishing the work listed herein. Indicate the hourly rates that would be charged for the work performed by the Consultant principals and staff. **The Cost Proposal should be submitted separate from the rest of the response.**

c. Qualifications of Proposed Project Team Members

A brief description of the qualifications of the primary Consultant and sub-consultants (if any) along with an organization chart of the project team. Clearly identify the project manager. Designation of a single point of contact for the project is required. Provide the role and relevant background experience of the primary individuals involved in the project, e.g., a brief description of the qualifications of the key personnel and responsibilities should be included. (Include resumes and links to project portfolio or accomplishments as Addenda).

d. References

Include a minimum of three (3) professional references of persons, firms, or agencies for similar projects completed, including current contact name, phone number and email address that City staff may contact to verify the experience of the proposer.

e. Past Project Examples

Include a description of at least three (3) related projects and the roles of each key staff member in each project.

f. Schedule

Specify project outcomes and deliverables anticipated. Provide a schedule itemized by task, including any start up meetings; public outreach meetings, Commission meetings, submittal of the draft Plan, turnaround time needed after receiving City comments on the draft, and anticipated delivery of the final Public Art Master Plan.

g. Additional Information

Provide any pertinent information that Consultant believes will be helpful in considering Consultant's proposal.

h. Duration of Proposal

Contain a statement that the submitted proposal shall remain effective for a minimum of ninety (90) days beyond the submittal date.

Should you choose to respond to this RFP, the foregoing items must be provided no later than Monday, November 8, 2021 at 5:00 p.m. PST as provided herein.

4.2.1. IMPORTANT HARDCOPY INSTRUCTIONS*

PLEASE READ CAREFULLY. Proposer must confirm below.*

In addition to the electronic proposal submitted in ProcureNow, proposer must submit seven (7) hard copies of the Consultant's proposal. The City must receive both the electronic and hard copy versions to consider a proposal. The hard copies shall be delivered and/or postmarked by Monday, November 8, 2021. Proposals shall be submitted in a sealed package clearly marked "SSF Public Art Plan Consultant Services" and addressed as follows:

Ercie Santos
 Cultural Arts Specialist
 City of South San Francisco
 Parks and Recreation Department
 PO Box 711
 South San Francisco, CA 94083

Electronic Proposals received after the time and date specified are not allowed in ProcureNow.

Proposals not actually received both electronically via PROCURE NOW by the deadline stated herein, and in hard copy postmarked by the date stated herein, will not be considered by the City regardless of when they were sent.

Do not bind the hardcopy materials and do not submit in plastic sleeves, folders, or binders.

Hardcopies must be identical to electronic version. Submissions of a paper version that differs from the electronic version will result in disqualification.

Application materials will not be returned. Materials will be archived and may be considered as one of many sources for any future opportunities.

Interested proposers are encouraged to promptly notify the City in writing of any questions, apparent major inconsistencies, problems, ambiguities in the Scope of Work or this RFP. For questions regarding this RFP, please contact Erchie Santos by e-mail at erchie.santos@ssf.net. Questions must be received by the City no later than Monday, October 25, 2021, at 2:00 p.m. PST. If deemed necessary, the City will provide copies of the questions and answers to all proposers.

☐ Please confirm

*Response required

4.2.2. RFP Response and Cost Proposal*

These guidelines are provided for standardizing the preparation and submission of Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals submitted for review should not exceed thirty (30) pages for all materials excluding introductory letter, resumes and forms. A page shall be defined as a 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Arial 10.

- Upload your completed **Response** as described in Vendor Submissions; Proposal Forms to Submit with RFP Response 4.2; (Sections a. through h.), which starts on Page 12 of the RFP. Upload your response as one (1) PDF Document.
- Upload your completed **Cost Proposal** as described in Vendor Submissions; Proposal Forms to Submit with RFP Response 4.2; (Section b. Scope of Work), which is on Page 12 of the RFP. Upload your response as one (1) PDF Document.

*Response required