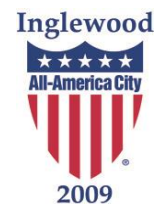




CITY OF INGLEWOOD, CALIFORNIA



REQUEST FOR PROPOSAL

DOWNTOWN INGLEWOOD PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID)

RFP-0145

**PROPOSALS MUST BE RECEIVED BY
APRIL 8 AT 4:00PM**

**MAIL OR HAND DELIVER PROPOSALS
TO**

**SHARON MANN GARRETT, MANAGER,
CITY OF INGLEWOOD ECONOMIC DEVELOPMENT
ONE WEST MANCHESTER AVE., 4TH FLOOR
INGLEWOOD, CA 90301**

**A PRE-PROPOSAL MEETING WILL BE HELD ON MONDAY, MARCH 25 AT 10:00AM
INGLEWOOD CITY HALL WHERE PROPOSERS WILL RECEIVE AN ORIENTATION TO
THE DOWNTOWN. YOU MUST RSVP BY WEDNESDAY MARCH 18 TO
sgarrett@cityofinglewood.org TO BE INCLUDED.**

Contact Person During Bid Period:

Michael Tate, Purchasing and Contract Services Manager

(310) 412-5266

TABLE OF CONTENTS

INVITATION TO SUBMIT PROPOSAL	3
DESIGNATION OF SUBCONTRACTOR	4
REFERENCES	5
INSTRUCTIONS TO PROPOSER	6
DESCRIPTION OF SERVICES.....	7
SECTION 1. INTRODUCTION.....	8
SECTION 2. PURPOSE AND BACKGROUND	8
SECTION 3. SUMMARY	9
SECTION 4. SCOPE OF SERVICES	10
SECTION 5. RFP CONTENT REQUIREMENTS	12
SECTION 6. EVALUATION CRITERIA	13
SECTION 7. REFERENCE DOCUMENTS	13
SECTION 8. QUESTIONS CONCERNING PROPOSAL REQUIREMENTS	13
SECTION 9. SUBMISSION OF PROPOSAL	14
GENERAL PROVISIONS	15
SECTION 1. PRICES	16
SECTION 2. PAYMENT TERMS	16
SECTION 3. INGLEWOOD BUSINESS TAX CERTIFICATE.....	16
SECTION 4. SALES TAX	16
SECTION 5. INSURANCE REQUIREMENTS	16
SECTION 6. INDEMNIFICATION	18
SECTION 7. NON-DISCRIMINATION.....	18
SECTION 8. AWARD OF PROPOSAL	18
SECTION 9. EXECUTION OF AGREEMENT	18
SECTION 10. RIGHT OF CITY TO WITHHOLD PAYMENT	19
SECTION 11. CHOICE OF LAW AND VENUE.....	19
SECTION 12. DURATION OF AGREEMENT	19
SECTION 13. ADDENDUMS (REVISIONS TO THIS DOCUMENT)	19
DECLARATION OF THE PROPOSER	21
EXTENSION OF CONTRACT TO OTHER PUBLIC AGENCIES.....	22
NON-COLLUSION DECLARATION	23
NO PROPOSAL FORM.....	24

RFP-0145

INVITATION TO SUBMIT PROPOSAL

The City of Inglewood invites and will receive proposals duly filed herein for the furnishing of qualified “DOWNTOWN INGLEWOOD PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID)”, as specified in this document.

Each proposal shall be submitted and completed in all particulars using the supplied form and must be enclosed in a sealed package addressed to Sharon Mann Garrett, Manager City of Inglewood Economic Development 4th floor, One Manchester Blvd., Inglewood, CA 90301 with the designation of the project, “DOWNTOWN INGLEWOOD PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID)” appearing thereon.

Proposals will be opened in public on April 8, 2020 no later than 4:00 PM in the Economic and Community Development Department 4th floor City Hall and will be announced then and there to all persons present. Specifications and other proposal documents for the above service are on file in the Purchasing and Contract Services Division, and may be obtained upon request.

The City reserves the right to waive any irregularity within any proposal, and to take proposals under advisement for a period of ninety (90) calendar days from and after the date proposals are opened and announced.

The following conditions and terms apply:

- 1) The City Council reserves the right to reject any or all proposals.
- 2) Attached are detailed specifications and conditions for proposal submission.
- 3) You must execute your contract within ten (10) days after the City mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.
- 4) If any provisions of the contract are violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the vendor.
- 5) Proposals may be obtained from the Purchasing and Contract Services Division located on the 8th floor of City Hall, or call (310) 412-5266.
- 6) All proposals with pricing must be for specific amounts. Any attempt to qualify prices with an ‘escalation clause’ or any other method of making a price variable, is unacceptable. Proposal shall be valid for ninety (90) calendar days from and after the date proposals are opened and announced.
- 7) The City reserves the right to add or subtract quantities and/or services based on the unit prices/unit lump sums so indicated as its budgetary needs may require.

Date: _____ / _____ / 20

David Esparza, CFO & Asst. City Manager

DESIGNATION OF SUBCONTRACTOR

In compliance with the Subletting and Subcontracting Fair Practices Act (sections 4100-4114 of the Public Contract Code of the State of California) and any amendments thereto, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work labor, and or render service to the vendor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the vendor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The vendor shall list only one subcontractor for each such portion as is defined by the vendor in this bid.

If a vendor fails to specify a subcontractor or if a vendor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the vendor's total bid, the vendor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No vendor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the vendor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the vendor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

SUBCONTRACTORS AND MAJOR EQUIPMENT SUPPLIERS

Name	Address & City	Type of Service	License No.

RFP-0145

REFERENCES

PLEASE PROVIDE REFERENCES ON SIMILAR TYPE OF WORK

1	Organization/Agency: _____	
	Contact Person: _____	Phone: _____
	Work Performed: _____	

	_____	Contract Value: \$ _____
2	Organization/Agency: _____	
	Contact Person: _____	Phone: _____
	Work Performed: _____	

	_____	Contract Value: \$ _____
3	Organization/Agency: _____	
	Contact Person: _____	Phone: _____
	Work Performed: _____	

	_____	Contract Value: \$ _____
4	Organization/Agency: _____	
	Contact Person: _____	Phone: _____
	Work Performed: _____	

	_____	Contract Value: \$ _____
5	Organization/Agency: _____	
	Contact Person: _____	Phone: _____
	Work Performed: _____	

	_____	Contract Value: \$ _____
6	Organization/Agency: _____	
	Contact Person: _____	Phone: _____
	Work Performed: _____	

	_____	Contract Value: \$ _____

RFP-0145

INSTRUCTIONS TO PROPOSER

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. **PROPOSAL:**

- a. Have you submitted a proposal on all of the items of the proposal document? _____
- b. Is the proposal properly signed and dated? _____
- c. If the proposal is being submitted by a corporation, is the corporate seal affixed to the proposal? _____
- d. Have you submitted the required references? _____

2. **CONTRACT COMPLIANCE:**

- a. Have you complied with the non-collusion declaration? _____
- b. Is the non-collusion declaration properly signed? _____
- c. Have you examined and understand the requirements and forms to be furnished on the project? _____

3. **BUSINESS TAX CERTIFICATE:**

- a. Are you aware of General Provisions Section 3, entitled Inglewood Business Tax Certificate? _____

CITY OF INGLEWOOD

RFP-0145

DESCRIPTION OF SERVICES

**DOWNTOWN INGLEWOOD PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT
(PBID)**

SECTION 1. INTRODUCTION..... 8

SECTION 2. PURPOSE AND BACKGROUND 8

SECTION 3. SUMMARY 9

SECTION 4. SCOPE OF SERVICES 10

SECTION 5. RFP CONTENT REQUIREMENTS 12

SECTION 6. EVALUATION CRITERIA 13

SECTION 7. REFERENCE DOCUMENTS 13

SECTION 8. QUESTIONS CONCERNING PROPOSAL REQUIREMENTS 13

SECTION 9. SUBMISSION OF PROPOSAL 14

RFP-0145

SECTION 1. INTRODUCTION

The City of Inglewood is inviting proposals from firms, and or individuals specializing in the formation of Property Based Improvement Districts (PBID) for downtown Inglewood pursuant to the Property and Business Improvement District Law of 1994 (California Streets & Highways Code Sections 36600 to 36671). The City seeks to contract with a consultant that reflects, understands and values the diversity of the City's constituency. The study area is inclusive of mixed-use residential, commercial, transit and municipal parcels including and adjacent to the attached Downtown Transit Oriented Development Plan (see Reference Documents.)

SECTION 2. PURPOSE AND BACKGROUND

The purpose of this Request for Proposal is to identify a qualified consultant to work with the City of Inglewood and Downtown Inglewood stakeholders and property owners to establish a Property Based Business Improvement District (PBID) in Downtown Inglewood.

The City of Inglewood

Located in the Southbay area of Los Angeles County, California, Inglewood has a positive business and industrial climate, and offers room to grow for the next wave of economic development. The community is centrally located near airports, rail, highway, bus and major auto thoroughfares. The City of Inglewood has two stops along the Metro Crenshaw line which are slated to open in 2021, connecting Inglewood by rail to virtually anywhere in Southern California.

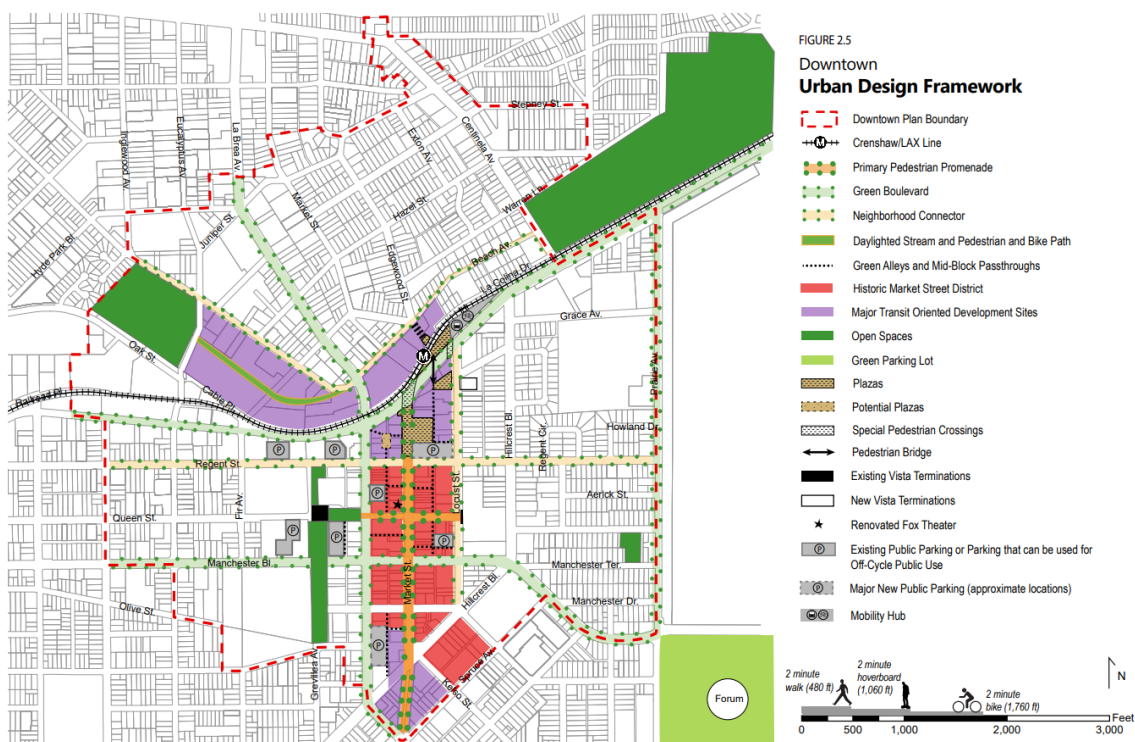
Inglewood is a Charter City incorporated in 1908 and operates under a Council/Manager form of government. Inglewood is a full service city providing Economic and Community Development, Public Works, Parks and Recreation, Community Services and Police, with a staff of approximately 800 full time employees. The City is governed by an elected body composed of a Mayor, and four City Council members representing four respective Districts.

Inglewood is home to a new 300-acre NFL stadium development and residential/retail/office village, two new Metro stations, shopping centers, and several new housing developments. The City maintains a vibrant and involved citizenry.

Inglewood boasts a diverse population of 111,000 people. The ethnic composition of the population of Inglewood is 51% Hispanic or Latino, 41% Black or African American, 4% White, 2% Two or More Races, 2% Asian (Source: Data USA).

Downtown Inglewood

Situated between two game-changing construction projects--the new Downtown Inglewood Metro Station the new Sofi Stadium and Entertainment District--Downtown Inglewood is poised for a renaissance. Two new major housing developments are under construction in the area for completion over the next few years: Inglewood Market Gateway apartments and Grace Park townhomes which will deliver nearly 500 new units. Inglewood City Hall and Police Headquarters, Inglewood County Courthouse, a Fire Station, Kaiser Permanente, and Inglewood High School contribute to the daytime worker population. Commercial activity is abuzz with recent openings of new restaurants and entertainment venues, new stores and social gathering places.



SECTION 3. SUMMARY

In collaboration with the Mayor, staff presented a Strategic Plan for Economic Development in September 2019 including the 2020 launch of a Downtown PBID Strategy. The City Manager directed staff to proceed with soliciting proposals to form a PBID in Downtown Inglewood.

The City of Inglewood desires to work with stakeholders to form a Property-Based Business Improvement District (PBID) to improve business opportunities in Downtown Inglewood. The goal of this contract is to retain professional services to assist in the research, outreach, and document preparation to complete a PBID ballot process by Spring 2021.

Tentative Timeline:

- Request for Proposals issued on March 16, 2020
- Pre-proposal(non-Mandatory) meeting at Inglewood City Hall March 25, 2020 (participants mayt RSVP to sgarrett@cityofinglewood.org by March 23)
- Responses to RFP due April 8, 2020
- Last Day for Vendor Questions April 1,2020 by 5:30 pm.
- Evaluation of proposals and finalist interviews, April-May 2020
- Staff selection recommendation to City Council, May 2020
- Project Launch, June 2020
- Ballot Process, May 2021

SECTION 4. SCOPE OF SERVICES

The project will be divided into three Phases: Phase One reflects the feasibility work of creating the PBID. This will include, but is not limited to, attending meetings, touring the site area, a preliminary benefits assessment, a needs checklist, a general project timeline and the formation of an approved stakeholder advisory committee. Phase Two reflects the analytical work, reviewing and understanding the services, budget development, properties to be assessed, and quantifying the general and special benefits. Phase Three reflects the legal process to establish the PBID. This will include, but is not limited to, the development of ordinances, the Management Plan, the Engineer's Report, and then concluding with the Petition and Ballot. The ballot process completion target is by or before May 2021. Proposers are encouraged to propose any additional phasing, or project elements they believe will improve the desired project outcome. The consultant will be apprised of the overlapping maintenance districts if and when they are hired.

PHASE ONE – INITIAL ANALYSIS AND REVIEW

Deliverable: Initial Analysis and Review Report by Committee

Launch: June 2020 (estimated)

- Formation of an approved Downtown Inglewood PBID Formation Committee to work with the City to analyze Downtown Inglewood, review of current market conditions and plans for Downtown Inglewood, discuss possible boundaries, determine which property owners will be in direct benefit of project, project milestones, and obtain project-related information.
- Prepare and Submit for Information Needs/Logistics Checklist for City Approval. Submit to City staff and Downtown Inglewood PBID Formation Committee a checklist of information needs outlining specific data required in preparation for the formation of the PBID.

PHASE TWO—DOCUMENT PREPARATION AND BENEFIT ANALYSIS

Deliverables: Management District Plan Structure, and Findings and Recommendations Report

Launch: October 2020 (estimated)

- Conduct Stakeholder Visits and Online Survey. Conduct multiple one-on-one visits with key stakeholders and online survey for Downtown Inglewood property owners, businesses, and employees.
- Attend Meetings. Attend meetings (including community outreach meetings) to facilitate roundtables with Downtown Inglewood stakeholders, discuss district challenges and opportunities, identify priorities for services, and address questions and/or concerns.
- Budget Development. Prepare a PBID budget. Budget will include both direct cost of services as well as staff required support to administrate the PBID and communicate with the general public and with assessed owners. This budget should include detailed costs required to provide the services desired by PBID stakeholders.

- Assist with Creation of Owners' Association. Provide project plan for the creation of an Owners' Association including, but not limited to: organizational mission, proposed by-laws, and other required establishment documents.
- Parcel Database. Update the existing parcel database for assessor parcels as currently shown on the County assessor's parcel maps or development maps or other available data. The database will include land divisions, ownership and mailing information, and parcel information relevant to the calculation of the assessments.
- Special vs. General Benefit Analysis. Review the proposed services, special benefit, general benefit, and recent case law with City staff and legal counsel. Meet with City staff and legal counsel to discuss appropriate and/or alternative approaches to the proposed assessment district. Provide staff with related support for the duration of the project.
- City Review. Communicate with City staff for the review of costs, proposed services, survey results, and statute requirements and benefits conferred.
- Separation and Quantification of Special and General Benefit. Analyze the services, proposed boundaries, district characteristics, parcel characteristics, special and general benefits conferred, and assessment engineering standards and sources to separate and quantify special vs. general benefit in compliance with the special benefit requirements of Proposition 218 for review by all stakeholders.
- Management Plan Outline. Prepare the PBID Management Plan Outline. The successful consultant will propose the structure of the resulting non-profit and its contracting with the City. That will be included in the Management Plan they deliver.
- Findings and Recommendations Report. Prepare a Report to the City summarizing the findings and recommendations. The main goal of the Report is to separate and quantify special and general benefit and to provide a review of feasible Method(s) of Assessment for the proposed assessment district in accordance with the special benefit and proportionality requirements of Proposition 218 and recent case law. The Report will provide analysis and numerical support for the breakdown of special vs. general benefit and a Method of Assessment.

PHASE THREE—MANAGEMENT PLAN & ENGINEER'S REPORT DEVELOPMENT

Deliverable: Management District Plan, Petitions, Ballots

Launch: February 2021 (estimated)

- Stakeholder review. Stakeholders review and approve the draft PBID Management Plan Outline.
- Verify and Finalize Property Database. For use in the Engineer's Report and Management Plan, the consultant will confirm the parcel and area profile data including parcel use code, parcel assessed valuation, parcel acreage and building square footage, and updated parcel ownership information.
- Develop Informational Flyer. Develop an informational flyer, one or two pages in length, that can be used (handout, mailed) as an overview and communication tool for property owners, business owners, council members, staff and other interested parties.

- Prepare a Method of Assessment (Rates). Prepare a Method of Assessment, including rates, in compliance with the proportionality requirements of Proposition 218 for review by all stakeholders.
- Confirm Assessment Methodology. Confirm the Method of Assessment or assessment methodology, which will adhere to the requirements of special benefit. The assessment methodology will link the benefits of the PBID to the assessed properties.
- Develop full PBID Management Plan. Develop a supportable work plan for the PBID, which will include the required components as well as suggestions for Board composition.
- Prepare Engineer's Report. Prepare an Engineer's Report, according to state code, including, but not necessarily limited to the following: a) map of District, b) name of District, c) description of boundaries and zones, d) annual proposed services and activities, e) annual proposed costs, f) total annual proposed expenditures, g) proposed sources of funding/method and basis of assessment in sufficient detail to allow each property owner to calculate the amount of the assessment to be levied against their property, h) assessment collection process, i) duration of levy, j) implementation and completion schedule, k) proposed rules and regulations, and l) list of assessed property and benefit methodology.
- Develop Petition. Develop the petition, which requires signatures of property owners totaling 30% of the entire assessment amount weighted by assessments paid. Once the form and content of the petition has been approved by the City Clerk, this petition will be circulated by the PBID Formation Committee.
- Create Notice, Ballots, and Resolutions. Prepare and mail a notice and ballot package to each property owner consistent with state code to be reviewed by City legal counsel. Prepare the required resolutions, to be reviewed by City legal counsel, for consideration by City Council during the renewal process.
- Attend Public Hearing. Prepare for and attend the public hearing and make a presentation as needed.
- Provide Final documents. Provide a final binder with relevant documents, including the Management Plan, Engineer's Report, executed resolutions, ballot summary, etc. All documents in the binder will also be provided in PDF (print digital format).

SECTION 5. RFP CONTENT REQUIREMENTS

To be considered for this RFP, vendor must submit a proposal which includes the following:

1. Cover Letter and Company Introduction
2. Three Client References (The client references are up to the proposers. Staff will consider their relevance).
3. RFP Contact Person
4. Project approach
5. Pricing

The City of Inglewood will only communicate with one person per proposal. It is the responsibility of the Proposer to ensure that the City has the correct name and address of the contact person, phone number, and e-mail address. All changes to instructions to this RFP will be done through written addendum and posted on the City's website.

<https://www.cityofinglewood.org/Bids.aspx>

NO QUESTIONS WILL BE RECEIVED OR RESPONDED TO AFTER

April 1, 2020 by 5:30pm

SECTION 9. SUBMISSION OF PROPOSAL

Written responses to the RFP must be prepared as specified above as to form, content, and sequence. Respondents should follow the checklist to ensure that all requirements are met. No changes to responses may be made after the submittal deadline.

One original and (4) four bound copies of proposal and one (1) PDF version (The PDF should be delivered on a flash drive) for DOWNTOWN INGLEWOOD PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID) ATTN: SHARON MANN GARRETT, MANAGER, , received on or before, but no later than MONDAY APRIL 8, 2020 NO LATER THAN 4:00 PM. at the Economic and Community Development Department Any responses received after this time will not be considered by the City.

- Original responses and package copies shall be enclosed in a sealed package with the name and address of the respondent in the upper left-hand corner and marked RFP-0145 "DOWNTOWN INGLEWOOD PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID)."
- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and submitted to:

SHARON MANN GARRETT, MANAGER,
CITY OF INGLEWOOD ECONOMIC DEVELOPMENT
ONE WEST MANCHESTER AVE., 4TH FLOOR
INGLEWOOD, CA 90301

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the proposer whose proposal is most beneficial to the needs of the City. Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any proposal to the wrong address or City department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a proposal.

REQUEST FOR PROPOSAL

GENERAL PROVISIONS

SECTION 1. PRICES 16
SECTION 2. PAYMENT TERMS 16
SECTION 3. INGLEWOOD BUSINESS TAX CERTIFICATE 16
SECTION 4. SALES TAX..... 16
SECTION 5. INSURANCE REQUIREMENTS 16
SECTION 6. INDEMNIFICATION 18
SECTION 7. NON-DISCRIMINATION 18
SECTION 8. AWARD OF PROPOSAL 18
SECTION 9. EXECUTION OF AGREEMENT 18
SECTION 10. RIGHT OF CITY TO WITHHOLD PAYMENT 19
SECTION 11. CHOICE OF LAW AND VENUE..... 19
SECTION 12. DURATION OF AGREEMENT 19
SECTION 13. ADDENDUMS (REVISIONS TO THIS DOCUMENT) 19

The City of Inglewood, California, hereby extends an invitation to submit a proposal, in accordance with this Request for Proposal (RFP), to provide labor and or and materials for the designated service. Furthermore the City makes no representation that any agreement will be awarded to any firm responding to this request. There are no expressed or implied obligations for the City to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the proposer at the City's option.

SECTION 1. PRICES

The proposal shall state the total cost for the service as specified in this document.

SECTION 2. PAYMENT TERMS

Standard payment shall be made by City check.

SECTION 3. INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor agrees to at all times during the performance of the agreement, to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product or rendering services and a copy said Certificate must be forwarded to the Purchasing and Contract Services Division.

SECTION 4. SALES TAX

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your proposal/price quote the City of Inglewood sales tax rate of 10%. If a proposer fails to include the City's sales tax rate in their bid, the City will add the 10% amount to the proposal for evaluation purposes.

SECTION 5. INSURANCE REQUIREMENTS

When a contractor does work under a City purchase order, the managing Department must have on file valid certificates of insurance and the required endorsements. The Department must submit the required certificates and endorsements to the City Clerk, who will then forward the documents to the City Attorney's Office for review.

Required Insurance Coverage

The contractor shall obtain and maintain at its expense, until completion of performance and acceptance by City, the following insurance placed with an insurer admitted to write insurance in the state of California or a non-admitted insurer on State of California's List of Approved Surplus Lines Insurers (LASLI) and the non-admitted insurer must have a rating of, or equivalent to, A: VIII by A.M. Best Company:

a. Commercial General Liability

Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than \$1,500,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad form contractual liability, and cross liability protection. The "City of Inglewood, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 of CG 20 26 11 85.

b. Automobile Liability

Automobile Liability (equivalent in coverage scope to ISO form CA 00 01 060 92) in an amount not less than \$1,500,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto). If an automobile is not used in connection with the services provided by the contractor, the contractor should provide you with a written request for a waiver of this requirement.

c. Workers' Compensation and Employer's Liability

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident.

d. Errors and Omissions

The firm shall obtain and cause to remain in full force and effect for the term of the agreement and for six (6) months thereafter Professional/Negligent Acts, Errors, and Omissions Insurance in an amount not less than \$500,000.

Required Insurance Documentation

a. Certificate of Insurance

The contractor must provide you with a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder must be the "City of Inglewood," and the Certificate Holder's address must be the address of the City of Inglewood.

b. Endorsements

In addition to the Certificate of Insurance, the contractor must provide the following endorsements:

Cancellation Notice Endorsements

Each policy must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with written notice thirty (30) days prior to cancellation or ten (10) days written notice for cancellation due to nonpayment of premium.

Primary and Non-contributory Coverage Endorsements

The general liability and (if required) professional liability policies must be endorsed to provide that each policy shall apply on a primary and non-contributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

Waiver or Modification of the Insurance Requirements

Any waiver or modification of the insurance requirements can only be made by the City Attorney. All waivers or modifications request are reviewed on a case-by-case basis.

SECTION 6. INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless the City and its officers, officials, agents employees and volunteers Indemnities from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of work described herein, caused in whole or in part by any negligent act or omission off the vendor, anyone directly or indirectly employed by any of them or anyone for whose act may be liable, except where caused by the active, sole negligence, or willful misconduct of the Indemnities.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which vendor has agreed to indemnify Indemnities as provided above, vendors, upon notice from City, shall defend Indemnities at vendor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld.

SECTION 7. NON-DISCRIMINATION

California State Labor Code §1735: Discrimination in Employment Because of Race, Color, etc.
No discrimination shall be made in the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, sex of such persons, or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

SECTION 8. AWARD OF PROPOSAL

Award of contract will be based on the proposal that meets all of the specified requirements.

SECTION 9. EXECUTION OF AGREEMENT

A proposer to whom award is made shall furnish all services in accordance with the provisions hereof and within the time stated in the proposal. If proposer to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the proposer whose proposal is

next most acceptable to the City. Such proposer shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

SECTION 10. RIGHT OF CITY TO WITHHOLD PAYMENT

- a. Defective materials not remedied in accordance with provisions of specifications;
- b. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens, whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor. Written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within thirty-five (35) calendar days, the amount so withheld.

SECTION 11. CHOICE OF LAW AND VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles, California.

SECTION 12. DURATION OF AGREEMENT

To be determined.

SECTION 13. ADDENDUMS (REVISIONS TO THIS DOCUMENT)

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL ADDENDA WILL BE ISSUED ON THE CITY OF INGLEWOOD "BID OPPORTUNITIES" WEB PAGE. CLICK ON THE RFP TITLE LISTED ON THE COVER PAGE OF THIS DOCUMENT.

TO ACCESS ADDENDA USE THE FOLLOWING WEB PAGE ADDRESS:

<https://www.cityofinglewood.org/Bids.aspx>

There are no designated dates for release of addenda. Therefore, interested proposers should check the Purchasing "Bid Opportunities" webpage on a daily basis. Vendors with no access to the internet should call the Purchasing and Contract Services Division to inquire about any issued

addendums. It is the vendor's responsibility to either check the city website or call the Purchasing and Contract Services Division to obtain any addendums.

The City encourages vendors to send a signed copy of each addendum with your quotation. If no signed addendum is returned with your quotation, the City will assume that all pricing submitted includes any and all costs associated with any addendums issued.

Answers to questions that do not require an addendum will also be posted on the city website.

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REQUEST FOR PROPOSALS

DECLARATION OF THE PROPOSER

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY: Signature: _____

Printed Name: _____

Position/Title: _____

Date of Execution: _____

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REQUEST FOR PROPOSALS

EXTENSION OF CONTRACT TO OTHER PUBLIC AGENCIES

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The vendor's response as requested below will in no way affect the City of Inglewood's consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes _____ No _____ Length of time _____ Days/Months

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REQUEST FOR PROPOSALS

NON-COLLUSION DECLARATION

The undersigned hereby declares and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract described below:

(Full description of contract):

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Executed at _____, California on

_____ 20_____

Signature of Proposer

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REQUEST FOR PROPOSALS

RFP-0145

NO PROPOSAL FORM

TO ALL PROPOSERS:

IF YOU DO NOT INTEND TO SUBMIT A PROPOSAL FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN IMMEDIATELY TO THE PURCHASING AND CONTRACTS SERVICES DIVISION OF THE CITY OF INGLEWOOD.

_____ THE FIRM CANNOT PROVIDE THE SERVICES AS SPECIFIED,

PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

_____ THE FIRM BELOW CANNOT SUBMIT A PROPOSAL AT THIS TIME BECAUSE

OF THE FOLLOWING: _____

_____ THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF

INGLEWOOD VENDOR LIST, PLEASE REMOVE OUR NAME

RFP NUMBER: _____

Name of Firm: _____

Address: _____

Phone: _____

Name of Individual: _____

Signature: _____

Date: _____