

TERMS & CONDITIONS GOVERNING THE HACK THE BEACH PROCUREMENT

CITY DOCUMENTS

Selected Proposer will be required to return the following documents:

- [Non-Discrimination Policy Acknowledgement](#)
- [Non-Collusion Declaration](#) (this does **not** need to be notarized)
- [Certification Regarding Debarment](#)
- [Business License](#)
- [Oaks Initiative Disclosure Form](#)
- [Living Wage Certification](#) (*if applicable*)

Find more information about these documents at finance/smgov.net/doing-business/procurement/vendor-forms.

BEST QUALIFIED PERSON OR FIRM

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

1. The training, credentials and experience of the person or firm;
2. The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the services;
3. The capacity of the person or firm to perform the contract or provide the service promptly, within the time specified, and without delay;
4. The sufficiency of the person's or firm's financial and other resources;
5. The character, integrity, reputation and judgment of the person or firm;
6. The ability of the person or firm to provide such future service as may be needed;
7. The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive; and
8. Any other factor which will further the intent set forth in Section 608 of the City Charter.

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

A. GENERAL REQUIREMENTS

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

1. Receiving Time / Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the City prior to the proposal closing time. The receiving time in the City Office will be the governing time for acceptability of proposals. Telegraphic, telephonic and facsimile proposals will not be accepted.

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

2. Acceptance of Conditions Governing this RFQ

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

3. Incurring Cost

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

4. Prime Consultant Responsibility

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

5. Amended Proposals

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

6. Proposer's Rights to Withdraw Proposal

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

7. Living Wage Requirement

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

8. Disclosure of Proposal Contents

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Errors and Restrictive Specifications

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the proposer should immediately notify the <http://www.hackthebeach.com/>. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

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

13. Legal Review

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

14. Governing Law

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

15. Oral Changes and Basis for Proposal

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

16. Proposer's Terms and Conditions

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

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

17. Proposer Qualifications

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

18. Right to Waive Minor Irregularities

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

19. Change in Agreement or Representatives

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

20. City Rights

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

21. Right to Publish

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

22. Ownership of Proposals

All documents submitted in response to the RFQ shall become the property of the City of Santa Monica and are subject to the provisions of the California Public Records Act, as described in Section II. A.8. herein.

23. Agreement Award

Proposal will be evaluated by a committee comprised of City staff. The Evaluation Committee will make an award recommendation to City staff.

24. Protest Deadline

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

Protests received after the deadline will not be accepted.