

REQUEST FOR QUALIFICATIONS

For

**Management of Fine Arts, Crafts and,
Specialty Food, and Activity Vendors for the City of San Ramon Art &
Wind Festival**



CITY OF SAN RAMON
PARKS AND COMMUNITY SERVICES DEPARTMENT

Issued: October 8, 2020

SOQ Deadline: November 4, 2020 at 3:00 p.m.

to

**City Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583**

Attn: Christina Franco

**CITY OF SAN RAMON
REQUEST FOR QUALIFICATIONS**

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CITY OF SAN RAMON REQUEST FOR QUALIFICATIONS

The City of San Ramon (“**City**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for Management of Fine Arts, Crafts, Specialty Food, and Activity Vendors services for the City of San Ramon Art & Wind Festival (“**Project**”).

1. ABOUT THE CITY

The City is a charter city located in Contra Costa County, with an estimated population of 79,000. Additional information about the City is available online at <http://www.sanramon.ca.gov/>.

2. THE SERVICES

A. Summary. The City requires Management of Fine Arts, Crafts, Specialty Food, and Activity Vendors services (“**Services**”) for the City of San Ramon Art & Wind Festival. The San Ramon Art & Wind Festival will take place on Sunday and Monday of Memorial Day weekend from 11 a.m. to 6 p.m. in Central Park. The festival features over 150 fine arts & crafts vendors, entertainment on four stages, professional kite flying demonstrations, a free kite making workshop, children’s activity areas, a community resource area, and food booths that are operated by local non-profit groups.

B. Form of Agreement. A copy of the City’s standard Professional Services Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting an SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting an SOQ, the Respondent represents that it is fully qualified and available to provide the Services as set forth in the Scope of Services, and that it agrees to provide those Services as specified if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR QUALIFICATION PROCEDURES

A. Requests for Information. Questions or objections relating to the RFQ, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Jordan Foss, Administrative Analyst, at jfoss@sanramon.ca.gov by 4:00

p.m., October 28, 2020 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. An optional Pre-Submittal Meeting will be held on October 26, 2020, from 2:00 p.m to 3:00 p.m., on Zoom at the following link: <https://cityofsanramon.zoom.us/j/99632169149?pwd=QmRMUk9rVWg1eWxKbkZVjdZnNnFyUT09> Prospective Respondents will have the opportunity to ask questions about the RFQ and the required Services. Attendance will be taken at the Pre-Submittal Meeting and Respondents will need to provide an email address for the Respondent’s representative for receipt of any subsequent addenda.

C. Submittal Instructions. Proposals must be *received* by the City by or before November 4, 2020 at 3:00 p.m. (“**Proposal Deadline**”). Respondent must submit one original and 2 identical copies of the Proposal in a sealed envelope labeled with Respondent’s name and return address, marked “SOQ for Management of Fine Arts, Crafts, Specialty Food, and Activity Vendors services for the City of San Ramon Art & Wind Festival,” and addressed as follows:

Christina Franco, City Clerk
 City of San Ramon, City Clerk Department
 7000 Bollinger Canyon Road
 San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded.

D. Planned RFQ Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ:

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	October 8, 2020/4:00pm
Deadline for Questions Regarding RFQ	October 28, 2020/4:00pm
Deadline for City to Answer Questions Submitted	October 29 , 2020/12:00pm
SOQ Deadline	November 4, 2020/3:00pm
City Evaluation of SOQ Submissions	November 9-10, 2020
Interviews of Finalists	November 18-19, 2020
Notice of Selection Issued	December 1, 2020

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Attachments to this SOQ. Addenda will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its SOQ.

4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the SOQ. SOQs should not exceed 10 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting an SOQ, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the SOQ Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFQ, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting

agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent’s key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. The City will not be paying compensation to the Respondent to perform the Services. Rather, the City is looking for Respondent to propose payment of a flat rate to the City in exchange for the ability to provide the Services at the City’s Art & Wind Festival.

F. Proposed Approach. Briefly describe Respondent’s proposed approach to providing the Services and how that approach will offer value to the City.

5. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- General qualifications 1-20 points
- Relevant experience 1-20 points
- Proposed staffing 1-15 points
- Pricing 1-15 points
- Proposed approach 1-10 points
- References 1-10 points
- Interview (if requested) 1-10 points

6. SELECTION AND AWARD

A. Review. SOQs will be evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous SOQ to the City based on the City’s review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous SOQ. The Respondents will be notified of staff’s intended recommendation by a Notice of

Selection which will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp, and which may also be emailed to each Respondent that submits an SOQ.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Christina Franco, City Clerk at cityclerk@sanramon.ca.gov and must clearly specify the basis for the protest. A copy of the protest should be sent to Jordan Foss, Administrative Analyst at jfoss@saramon.ca.gov. The protest will be reviewed by the Parks and Community Services Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each SOQ becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a Respondent

agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the SOQ or any portions thereof.

Attachments:

Attachment A – Form of Agreement

Attachment B – Scope of Services

Attachment A – Form of Agreement

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN RAMON AND
CONTRACTOR

FOR
MANAGEMENT OF FINE ARTS, CRAFTS, SPECIALTY FOOD, AND ACTIVITY
VENDORS FOR THE CITY OF SAN RAMON ART & WIND FESTIVAL

This is an Agreement between the City of San Ramon, a municipal corporation, (“CITY”) and **Contractor**, (“CONTRACTOR”) together referred to as the “Parties.”

RECITALS

WHEREAS, CITY desires to secure professional Management of Fine Arts, Crafts and, Specialty Food, and Activity Vendors and CONTRACTOR is qualified and willing to provide such professional assistance; and

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

1. **Award of Contract.** In response to the Request for Proposals, Contractor has submitted a Proposal to perform the Work as set forth in the Request for Proposal, Attachment B – Scope of Work. On October 30, 2020, City authorized award of this Contract to Contractor for the amount set forth in Section 6, below.
2. **RFQ Documents.** The RFQ Documents incorporated into this Contract include and are comprised of all of the following documents found in the City of San Ramon’s “Request For Qualifications for Management of Fine Arts, Crafts, Specialty Food, and Activity Vendors services for the City of San Ramon Art & Wind Festival – Issued on September 28, 2020” and listed below:
 - 2 The Services
 - 3 Request for Proposal Procedures
 - 4 SOQ Requirements
 - 5 Evaluation
 - 6 Selection and Award
 - 7 Miscellaneous
3. **Scope of Service.** The scope of service covered by this Agreement, including mandatory time frames for performance, deadlines for providing deliverables to CITY, and the fee paid to the City under this Agreement, is attached hereto as Exhibit A and incorporated herein by reference.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.

4. **Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY'S request nor CONTRACTOR'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified therein.
5. **Time of Performance.** CONTRACTOR'S performance shall be completed by June 2, 2021. CONTRACTOR may commence work as of the date authorized by CITY'S Project Manager which date may be prior to execution of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

CITY shall have the option to renew this Agreement for not more than NUMBER (3) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any contract extension or amendment must be in writing and fully executed by both parties to take effect.

6. **Compensation.** CONTRACTOR agrees to pay CITY at the rates set forth in Exhibit A, and incorporated herein, in a sum not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX)**.
7. **Designated Representatives.**
 - a. CITY designates Steve Cox, Recreation Supervisor or his designee as its representative in all matters under this Agreement.
 - b. CONTRACTOR designates **Contact Title**, **Contact Name** as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.
8. **Cooperation of the City.** CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.
9. **Independent Contractor.** CONTRACTOR is an independent contractor, controlling the means and manner of work, and shall not for any purpose be deemed to be an employee, agent, or other representative of CITY. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of CITY.

CONTRACTOR agrees to do background checks and screenings of all of its employees prior to commencement of work on Sunday, May 30, 2021.

10. Out of State Business. If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

11. Proprietary or Confidential Information. CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

12. Work Product. The work product of CONTRACTOR in performing this Agreement shall become the property of CITY. However, copies of such work product shall be provided to CITY not only as a hard copy but an electronic version recorded on CD utilizing Microsoft Word, Access or Excel.

13. Financial Records of Contractor. CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.

14. Conflict of Interest. CONTRACTOR shall comply with CITY Resolution No. 2020-017, Conflict of Interest Code, as amended from time to time, and will file all required disclosure statements.

15. Nondiscrimination. CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual

orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

16. Indemnification. CONTRACTOR agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of CONTRACTOR.

CONTRACTOR shall hold CITY harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors, or agents, either against CONTRACTOR or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

17. Insurance. CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONTRACTOR'S bid.

A. Required Insurance. CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than four million dollars (\$4,000,000).
- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than one million dollars (\$1,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- iii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by

CITY upon written verification that CONTRACTOR is a sole proprietor and does not and will not have employees during the term of this Agreement.

B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premise owned, occupied or used by CONTRACTOR; or automobile owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, CONTRACTOR'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;
- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY;
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to CITY.

viii. Certificate Holder. The certificate holder shall include CITY and sent to the address as indicated in Section 20 (Notices) of this Agreement.

ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

C. Verification of Coverage. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. Subcontractors. CONTRACTOR shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Insurer's Qualifications. All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

F. Excess Insurance. If CONTRACTOR maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

18. Termination on Notice. CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to CONTRACTOR. In the event of termination without cause, CITY shall pay all outstanding charges for services performed and approved by CITY as of the date of termination. Termination shall not extinguish any outstanding performance obligations under this Agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.

19. Suspension of Performance. For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

20. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

To CITY:
City of San Ramon
Attn: City Clerk

To CONTRACTOR:
Contractor
Attn: Contact Name
Contact Title

7000 Bollinger Canyon Road
San Ramon, CA 94583

Address
Address

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- 21. Commencement, Completion and Closeout.** Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

- 22. Jurisdiction, Venue, and Governing Law.** 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 Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

- 23. Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, facsimile and scanned signatures shall be binding the same as originals.

- 24. Entire Agreement of Parties.** This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to CITY and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

Signatures intentionally omitted

Attachment B – Scope of Services

SCOPE OF WORK

The purpose of this project is to provide selection and Management of Fine Arts, Crafts, Specialty Food and Activity Vendors for the San Ramon Art & Wind Festival held on Sunday, May 30 and Monday, May 31, 2021. The San Ramon Art & Wind Festival is entering its 31st year and is held in San Ramon Central Park. The festival includes fine arts, crafts and specialty food vendors, entertainment on four (4) stages, professional kite-flying demonstrations, a kite making workshop, family amusements, a non-profit information section, non-profit food and beverage vendors, displays and more.

This RFQ is seeking SOQs from interested Respondents who have the ability to provide all of the following services:

- a. Provide a minimum of one hundred (150) unique fine arts, crafts, specialty food vendors, and activity vendors ensuring that the items being sold are created and produced by the vendor and that items being sold are not commercially made, mass produced or imported; exceptions may be made to accommodate theme appropriate vendors (i.e. kite, hot air balloon, or wind related) with CITY approval;
- b. Provide all related advertising associated with vendor recruitment and selection;
- c. Coordinate all vendor services and management;
- d. Obtain all required Permits;
- e. Process all contracts with vendors in accordance with California law;
- f. Provide copies of all vendor-related special events rules and regulations to vendors prior to day of event;
- g. Work in coordination with the CITY to design and lay-out location of vendor booths;
- h. Be responsible for vendor check-in and vendor management as follows:
 - i. Ensure that all vendors are set up in their allotted area and stay within the confines of their allotted area;
 - ii. Serve as the main point of contact for all vendors and have a contact person on site and accessible to vendors during festival operating hours, and loading and unloading times;
 - iii. Ensure that all vendors adhere to the parking, loading and unloading zone schedule, and waste management/recycling plan.

- i. Provide overnight event security on Saturday, May 29, 2021 for early set up starting at 3pm and Sunday, May 30, 2021; Additional Security may be provided by CITY;
- j. Provide CITY with a list of participating vendors and their festival location at least 7 days prior to first day of event;
- k. Provide City with a vendor evaluation report detailing successes, challenges, and other issues, due to City 21 days after the festival.
- l. Provide the CITY a flat rate to be (for minimum of 150 vendors) collected by CONTRACTOR with 50% of fees due 30 days prior to the festival and balance due within seven (14) days after the festival.

City will perform all of the following:

- a. Provide the facilities and grounds for Fine Arts, Crafts, and Specialty Food Vendors;
- b. Review and approve location of all Fine Arts, Crafts, and Specialty Food Vendors prior to the event; and
- c. Review and approve all other aspects of the operation, in accordance with facility agreement compliance and terms.
- d. Provide marketing materials for vendors including two postcards, festival poster, radio spots, festival map, social media posts and advertisements, festival ad in regional publications, and dedicated festival website.

TERM

The Contract is structured for a one (1) year term, which may be renewed by the City for up to four (4) additional one (1) year terms, for a maximum possible Contract term of five (5) years.

MINIMUM QUALIFICATIONS

Please note that the responses to this RFQ are sought only from experienced professionals who can demonstrate their ability to perform, and who have personnel with a proven track record of success, to manage Fine Arts, Crafts, Specialty Food and Activity Vendors at the San Ramon Art and Wind Festival. A proposal must demonstrate that the Respondent meets the following minimum qualifications to be eligible for consideration on this project:

- a. Years in business - The Respondent company, as identified in the proposal response, must have been in the amusement rides and attractions business a minimum of three (3) years at the time the contract is awarded.

- b. Respondent's Employee qualifications - Respondent and employees should have experience and knowledge administering the operation of Fine Arts, Crafts, Specialty Food and Activity Vendors.
Specialty food items are defined as food items that are unique and high-value items made in small quantities from high-quality ingredients and that do not conflict with event food vendors.

REQUIREMENTS

Maintain Valid Licensure, and Permits

- a. Respondent shall be certified and possess all licenses to manage Fine Arts, Crafts, Specialty Food and Activity Vendors with the City of San Ramon, Contra Costa County, and State of California
- b. Respondent shall maintain all licenses, and permits as required by federal, state and local laws, regulations, codes or ordinances for the performance of this contract including, but not limited to, a City of San Ramon Business License ("Business License").
- c. Respondent shall provide copies of any required documentation as proof of valid licensure, permits and certification prior to the contract being fully executed.
Respondent shall maintain all licenses, permits and certifications during the term of the contract.
- Should any license, permit or certification expire, be cancelled, suspended or revoked before the expiration of the contract, the Respondent shall, within 72 hours, provide written notice to the City of such action.
 - In the event any license or permit is not in effect any time during the term of the contract, the contract will be considered canceled effective on the date the license, permit or certification lapsed.
- d. Respondent shall ensure that its City Business License is paid and current during the term of this contract.
- In the event the Business License fee becomes due during the term of the contract, the Respondent shall advise the City in writing thirty (30) days prior to the expiration of the Business License.
 - If the Business License fee is not paid within thirty (30) days, the City will not allow the Respondent to perform any further Services within the City until the Respondent obtains and submits a valid Business License.
 - See EXHIBIT A for City Business License Application.
- e. Respondent shall comply with all State, County, and Federal health code requirements surrounding the COVID-19 pandemic.

- f. Respondent waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 that occurs, or is alleged to occur, during the Activity. Participant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged COVID-19 infection occurring during the Activity, except where caused by the sole negligence or willful misconduct of the City.

GENERAL OPERATION AND SAFETY REQUIREMENTS

- a. Respondent shall provide to the City, upon request, a certified history of operation including the past three (3) years of insurance inspection logs and loss runs of the Respondent's general liability policy.
- b. Respondent shall provide a sample list of vendors that would be provided at the festival.
- c. Respondent may not display any unauthorized company logo or name anywhere at the festival.
- d. Respondent shall provide a staff of properly trained and experienced personnel for the purpose of all related management of the Fine Arts, Crafts, Specialty Food and Activity Vendors through the full stay at the festival site and to adequately provide support to the general public:
 - Monitor Load In and Load out of Fine Arts, Crafts, Specialty Food and Activity Vendors in a safe and orderly fashion; and
 - Monitor the safety of the set ups by the Fine Arts, Crafts, Specialty Food and Activity Vendors around the designated set up areas.
- e. Respondent shall ensure that all personnel and vendors strictly adheres to all current workplace requirements including Occupational Health & Safety Regulations, Federal, State statutes and municipality applicable codes.
- f. Respondent shall perform the services consistent with good safety practices in the safest manner possible because Respondent is responsible for the health and safety of all Respondent's staff, vendors and the general public.
- g. Respondent shall comply with all Federal, State, County, and City health code requirements surrounding the COVID-19 pandemic.
- h. Delivery, Operation, and Break-Down Schedule
 - i. Respondent guarantees that the vendors will not begin set up earlier than 12:00pm, Saturday of Memorial Day Weekend.
 - At the time of arrival; the Respondent will check in with the Festival Supervisor.
 - The Respondent will provide a map of the Fine Arts, Crafts, Specialty Food and Activity Vendors locations prior to load-in.

- ii. Respondent shall ensure the Fine Arts, Crafts, Specialty Food and Activity Vendors will be set up and operational prior to start of Festival Sunday Morning of Memorial Day Weekend at 11:00am.
The hours of operation for the vendors shall be Sunday & Monday – 11:00am- 6:00pm.
 - iii. City will work with the Respondent for parking arrangements for all vendor delivery, and transport vehicles.
 - The festival grounds cannot accommodate any vehicles, sleeping quarters, etc.
 - iv. Respondent shall ensure the vendor booths will be disassembled and removed from the festival site no later than 8:00pm Monday evening after the Memorial Day Weekend.
- i. City is an inclusive city and incorporates individuals with special needs into the programs. Respondents shall describe their experience with children with special needs upon request.