



CITY OF HUNTINGTON BEACH

## REQUEST FOR PROPOSALS

# Managed Library Services for the Huntington Beach Public Library

**Proposal Submission Deadline**

**June 6, 2024 by 4:00 P.M.**



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## 1. About the City and the Huntington Beach Public Library

The City of Huntington Beach ("City") is a Charter city comprised of nearly 200,000 residents and a diverse network of businesses, community organizations, and various other stakeholders. Huntington Beach operates under a Council-Manager form of government led by a 7-member City Council that sets policy for the City. Implementing these policies under the executive leadership of the City Manager are 12 City departments and 1,500 full- and part-time employees who deliver functions ranging from public safety to library services.

The Huntington Beach Public Library (HBPL) is a division of the City's Community and Library Services Department and is a city-owned and operated system that has provided library services since 1909. Today, HBPL is recognized for comprehensive services, collections, and programs across five locations:

- Central Library, 7111 Talbert Ave.
- Banning Branch Library, 9281 Banning Ave.
- Helen Murphy Branch Library, 15882 Graham St.
- Main Street Branch Library, 525 Main St.
- Oak View Branch Library, 17251 Oak Ln.

HBPL operates four subdivisions: Library, Youth and Family Programming, Public and Community Outreach, and Technology and Support. *(HBPL also provides Cultural Services through the City's Art Center; however, Cultural Services is not included in this RFP.)* All four subdivisions are operated by 28 full-time and 78 part-time library staff who tailor their services to the needs and interests of the Huntington Beach community. In Fiscal Year 2022-23, HBPL staff, with the support of over 800 volunteers, delivered approximately 1,500 children's programs and story times, 50 teen programs, 275 adult programs, and over 5,200 hours of literacy services.

Additional details about HBPL's operations are available in Exhibits A-C.

## 2. Purpose of the RFP

The City is evaluating the possibility of entering into a 5-year agreement (with the option to renew for five successive one-year terms) with a qualified contractor to manage all aspects of the day-to-day operations of the HBPL under the City's direction. The City invites proposals that demonstrate a contractor's ability to maintain or enhance operations at a reasonable cost to the City. Such operations would be subject to the terms and conditions of a professional services agreement ("agreement"), which include, but are not limited to, the terms identified in the Scope of Services (see section 4 of this RFP), annual evaluations to assess the contractor's ability to successfully fulfill the Scope of Services, and a no-fault termination clause that is effective after the first six months of the agreement.

After reviewing all proposals, a Managed Library Services agreement may be awarded by the City Council to the highest-ranking contractor on a "best value" basis that includes costs, experiences, references, and other qualifications deemed appropriate by the City. However, the City reserves the right to cancel the RFP at any time or choose not to award an agreement.

Entering into a Managed Library Services agreement does not cede ownership of the HBPL system to the contractor. The City will retain ownership of the system, its facilities, and assets, while the contractor

oversees only the day-to-day administration of the library. All existing HBPL programs and services (e.g. Veterans Resource Center, Literacy Services, Makerspace, etc.) must continue to be offered, unless the contractor can propose enhancements or improvements to the HBPL’s current offerings. Lastly, HBPL will continue to remain fully and publicly accessible at no cost to patrons during operating hours.

3. RFP Schedule

The RFP schedule is subject to change, and the City reserves the right to modify it at any time. All potential contractors who are registered for this RFP in [Planet Bids](#) (the City’s platform to advertise bids and other solicitations for services) will be duly notified of any schedule changes:

Task	Deadline
RFP Released	May 30, 2024
Written Questions from Contractors Due	June 3, 2024, by 4:00 P.M.
City’s Responses to Written Questions Posted On Planet Bids	June 4, 2024, by 4:00 P.M.
RFP Proposal Submission Deadline	June 6, 2024, by 4:00 P.M.
City Council Consideration of Selected Contractor	June 18, 2024 (Tentative)

(All times are in Pacific Daylight Time.)

Additional information about the RFP schedule:

- A. All questions from registered contractors must be submitted in writing to the City via Planet Bids by June 3, 2024, at 4:00 P.M. The City will post answers on Planet Bids by June 4, 2024, by 4:00 P.M.
- B. All interested contractors must register and submit their proposals on Planet Bids by the RFP Proposal Submission Deadline. Proposals received after this deadline will not be accepted. Contractors are solely responsible for the prompt delivery of their proposals.
- C. Afterwards, the panel will select the “best value” proposal and engage in negotiations to finalize a Scope of Services that is acceptable to both parties. This selection process may include interviews with the top-ranking contractors. Staff anticipates that City Council may consider the final agreement on June 18, 2024. However, the City reserves the right to cancel the RFP at any time or reject all proposals and choose not to award an agreement.

4. Scope of Services

The most effective proposals will demonstrate a contractor’s ability and commitment to manage all aspects of the day-to-day administration of the HBPL - at equal or higher levels of services and at a reasonable cost to the City. The following is a list of functional and technical requirements of the Scope of Services necessary to operate the HBPL.

*HBPL operates under a more detailed Scope of Services, which will be reviewed with the highest-ranking contractor during the agreement negotiation process. The end goal is to ensure all details, as well as the broader scope of services below, are addressed in a final agreement, unless the contractor can demonstrate another approach that may be more effective and beneficial to patrons.*

## A. Library Services

1. Comply with all City policies related to the library, including but not limited to: Collections Development Policy, Library Card Use Policies, Fee Schedules, Rules of Conduct, Internet Safety, Computer Lab Use Agreements, Library Display Policy, and Municipal Code. As part of implementing these policies, the contractor should recommend updates and amendments that will improve the patron experience and are based on data and need.
2. Catalog and classify all materials. Plan and conduct routine, comprehensive reviews of HBPL's collection, including weeding using the CREW weeding manual, and procurement and cataloguing practices. Ensure they are aligned with current HBPL practices or industry best practices, if they are more robust.
3. Regularly review program development, collections, and programs, ensuring they are in line with the community's needs and interests, as well as current HBPL practices or industry best practices, if they are more robust.
4. Maintain or increase the current hours of operations for all five library facilities:
  - Central
    - Monday: 1:00pm – 9:00pm
    - Tuesday - Thursday: 9:00am – 9:00pm
    - Friday - Saturday: 9:00am – 5:00pm
    - Sunday: 12:00pm – 5:00pm
  - Banning
    - Monday: Closed
    - Tuesday - Thursday: 9:00am – 6:00pm
    - Friday - Saturday: 9:00am – 1:00pm
    - Sunday: Closed
  - Helen Murphy
    - Monday: 1:00pm – 7:00pm
    - Tuesday: 9:00am – 2:00pm
    - Wednesday: 1:00pm – 7:00pm
    - Thursday - Friday: 9:00am – 2:00pm
    - Saturday - Sunday: Closed
  - Main Street
    - Monday: Closed
    - Tuesday - Thursday: 9:00am – 6:00pm
    - Friday - Saturday: 9:00am – 5:00pm
    - Sunday: Closed
  - Oak View
    - Monday - Thursday: 9:00am – 9:00pm
    - Friday - Saturday: 9:00am – 5:00pm
    - Sunday: Closed

5. Provide prompt reference, information, and research services to patrons - in person, over the phone, and online.
6. Implement an annual patron survey to quantify service satisfaction levels.
7. Recommend interlibrary loan services for City consideration; if approved, implement services.
8. Develop a Strategic Plan for HBPL with City participation and approval. The Strategic Plan should establish short and long-term goals to meet and improve upon current services.
9. Serve as the City's principal liaison with the State of California with respect to library funding matters and meeting all State Library requirements; conduct this work in coordination with the City. Represent the City at relevant library meetings, including the California Library Association meetings, and inform the Community and Library Services Department of all significant updates.

## **B. Staffing and Training**

1. Offer and provide employment to all existing full and part-time HBPL staff at their current salary, salary schedule, paid time off accrual rates, and potential performance bonus opportunities. Future pay step increases beyond an employee's current salary schedule will be at the discretion of the contractor, but at a minimum must include an annual Cost of Living Adjustment (COLA). Provide employment benefits (i.e. medical, dental, vision, retirement) to all staff, ensuring they are competitive for the Orange County (CA) region.
2. Hire and appropriately compensate any new, qualified staff and necessary vendors to meet or exceed current services and programs. Compensation, including benefits, must be competitive for the Orange County (CA) region, include annual COLAs (at a minimum), and be commensurate for their experiences and qualifications.
3. In general, assume all Human Resources functions for all current and new library staff. Conduct recruitment, hiring, training, supervision, and disciplinary actions as necessary, in accordance with all applicable labor laws to ensure equitable hiring and fair employment practices.
4. Ensure a smooth transition and adequate trainings for all current and new employees in time to begin employment by the first day of operations.
5. Provide orientations and ongoing professional development training for all library staff. All personnel employed to perform the services necessary to operate the library will be employees of the contractor, which will pay all costs related to their employment, training, and professional development.
6. The City may also require additional trainings to support the City's operations in the event of an emergency. These trainings will be provided by City staff at no cost to the contractor and include but are not limited to the proper deployment of AED defibrillators, fire alarms, fire and earthquake drills, and other similar trainings.
7. Library Director employed by the contractor will have a master's degree in library science or a related field and must be approved by the City. He or she must have at least 10 years'

experience as a librarian in a publicly run library system, of which five years is in a supervisory role. The Library Director, or a designee approved by the Community and Library Services Director, must attend applicable City boards, commissions, committees, and community groups and cooperate with their members to provide research and support related to the library. Should a Library Director leave his or her employment with the contractor, the contractor will immediately provide an equally qualified replacement to temporarily perform in the role to ensure there are no gaps in service and until the role can be filled permanently.

8. Contractor must have an internal collection management group, composed of dedicated MLIS professionals and technical staff who select, acquire, and manage cataloged materials.
9. Implement a plan to ensure an ongoing and robust community volunteer and donation program for the Library that are at current levels today. The HBPL utilized approximately 800 volunteers in calendar year 2023 for programs and various other needs. The system also receives an estimated average of \$300,000 per year in donations for materials, furniture, equipment, and other necessities.

### **C. Facilities and Program Management**

1. Plan, coordinate, and implement all library events, programs, and workshops at current capacity or higher (see Exhibit A) and ensure they are in line with the community's needs.
2. Provide daily janitorial services at all five branch locations. In addition, provide dedicated staff to provide security at Central Library and ensure the clerk staff at Main Street Library is also able to provide security, as it is currently structured.
3. City will continue to plan and complete major projects or upgrades concerning library buildings, grounds, building systems, utilities, landscaping, HVAC, and lighting and will be responsible for any capital improvements to Library facilities. However, the contractor must notify the City of any issues or concerns and cooperate with City staff to provide ready access to facilities that need attention.
4. City will continue to oversee routine maintenance, including landscaping, garbage, pest control, fire extinguisher, alarm, electric, gas, water, and sewer services in all library facilities. Contractor must coordinate with City to identify and troubleshoot any service issues, as needed, and provide ready access on site to conduct any work.
5. City will continue to oversee management/rentals of meeting rooms, kitchen spaces, auditoriums, and other rentable spaces. Contractor must coordinate with City to provide appropriate access and use of these spaces by City staff and the public. All revenue from rentals will be remitted to the City as revenue.

### **D. Budget, Finance, and Contracting**

1. Properly prepare and administer the overall HBPL operating budget. In addition, collaborate with the City's Public Works and Community and Library Services Departments to identify and submit annual budget requests for capital improvements related to the library, as part of the City's annual budgeting process.

2. Collect and account for all patron fees and fines, which will remain as revenue that is remitted to the City.
3. Provide monthly and annual financial statements to the City, detailing the costs associated with operating each branch, including proportionate administrative costs.
4. Provide the City with annual audited financial statements of the contractor to demonstrate fiscal soundness. Retain necessary financial files spelled out in the contract and make them available to the City for audit purposes, upon request.
5. Assume the Payroll and Accounting functions for all expenditures incurred in the management and operations of the HBPL. All staff responsible for handling cash receipts will be trained in and adhere to City cash handling procedures.
6. Contractor will explore grant and other funding opportunities and apply for those which meet the Library's objectives. Contractor must also adhere to grant guidelines for grants that are currently active and work towards renewing or applying for the same grants to support their ongoing programs. Lastly, contractor must demonstrate a record of applying for, receiving, managing, and reporting on grants for public library clients.
7. Contractor will be responsible for maintaining all City-authorized contracts. If Contractor elects to end any contract early, Contractor will be financially responsible for any early termination costs.
8. To learn more about HBPL's current operating budget, please refer to Exhibit C.

## **E. Technology**

1. The City's Information Services (IS) Department will continue to deliver Help Desk services and maintain current technology software, equipment, and hardware to support library operations (i.e. router, firewall, computers, phone systems, security cameras, access control systems, servers, etc.), in coordination with the Contractor.
2. The Contractor will manage all software, service agreements, and online services that include but are not limited to:
  - i. All facets of HBPL's Integrated Library System (ILS), Horizon ILS by Sirsi-Dynix. Ensure ongoing support, timely updates, and upgrades to remain current with the latest features of the system. Ensure that the ILS remains fully functional for staff and patrons on the first day of library operations under the agreement.
  - ii. Maintain online catalogs and databases, ensuring accuracy and usability. Support digital literacy initiatives and training programs for patrons and staff.
  - iii. eMaterial online platforms such as Hoopla, Palace Project, Kanopy, and Libby.
  - iv. Skyriver, Meescan, Kiosk Pro Plus, Makerspace and other relevant software necessary to provide library resources and programming to patrons.



- v. Any proposal made by the contractor to replace existing software, service agreements, and online services with other solutions must provide a plan that allows the HBPL to do so at no additional cost or for future savings; the contractor must also demonstrate that they will allow the HBPL to continue to provide the same level of services.
3. All furnishings and equipment, including staff computers, that are in use for Library operations at the time of execution of the contract will remain available to the contractor and patrons and will continue to be owned and serviced by the City's IS Department.
4. The City maintains other technology assets in library buildings for other City uses (i.e. antennas on the roof, equipment in various rooms, etc.). Ownership, operational control, and access to such assets is restricted to the IS Department only.
5. Comply with the City of Huntington Beach technology standards and policies.

#### **F. Community Relations**

1. Maintain consistent, positive, and productive relationships with non-profit and community organizations that support and partner with the HBPL.
2. Develop and implement a plan to promote library services, resources, events, and programs across various outreach platforms (i.e. HBPL's website, newsletter, social media platforms, etc.), in coordination with and subject to the approval of the City's Office of Communications and Community and Library Services Department. City will provide Contractor with online security and content management training prior to contractor utilizing any library outreach platforms.

#### **G. Reporting and Evaluation**

1. The City will assign a staff member to coordinate with the Library Director to monitor the contractor's performance and serve as the liaison for issues of day-to-day operations.
2. Utilize an analytics platform to gather and analyze circulation trends, collection data, and other usage statistics year over year. Report this data to the City annually and utilize the data to inform decision making and service improvements and recommend any adjustments to services based on findings.
3. Define key performance indicators (KPIs) to track service outcomes and achieve short and long-term goals that will ensure high quality library services. Use these measures to recommend improvements to City policies and HBPL operating procedures.
4. Evaluate patron satisfaction through surveys, feedback forms, and stakeholder outreach.
5. Provide monthly data reports to City staff, City Council, and other City leadership.
6. Submit all reporting required by the State and other regulatory agencies.

#### **H. Transitioning to Managed Library Services**

1. The contractor must efficiently transition the HBPL to a contractor-operated system, with minimal disruption to the operations of all five libraries, which must remain open to the public during normal operating hours.
2. The transition period should take no more than 120 days.

#### **I. Other**

1. Maintain professional memberships with library associations to provide additional resources to the HBPL.
2. Comply with all California laws and regulations pertaining to public library services, including but not limited to, the California Library Services Act.
3. Contractor will be responsible for maintaining all City-authorized contracts. If Contractor elects to end any contract prior to its termination date, Contractor will be financially responsible for any early termination costs.
4. Conduct a comprehensive review of all existing service and equipment contracts and propose a process to transition the City to any new, proposed contracts, if needed.

## **5. Submittal Content**

Proposals submitted to the City must follow the format below, and all requested information must be supplied to be considered.

#### **A. Vendor Application Form and Cover Letter**

1. A cover letter that contains a brief introduction, overview of the contractor's qualifications, and approach to this RFP.
2. Include the full name and title of the main contact, title, contact information, and signature.
3. The letter should list all potential sub-contractors who will be engaging in this project and the percentage of time they will spend on the Scope of Services. If none, please indicate as such.
4. The letter must stipulate that the proposal will be valid for at least 180 days.
5. Complete the Request for Proposal-Vendor Application Form (see Attachment 2) and attach it to the cover letter.

#### **B. Contractor Qualifications**

1. An overview of the contractor's qualifications, which should include the type of organization; number of years providing managed library services for municipal library systems; number of existing municipal library clients and the types of services provided to each; number of full- and part-time personnel; professional registration; and other information demonstrating one's qualifications.

2. Relevant project experience that includes project name, Scope of Services, costs, duration, and applicability to this RFP.
3. Resumes/bios and backgrounds of the principal staff members who will be: (1) working directly to transition HBPL under the contractor's management and (2) the day-to-day management of the system.
4. Five references for whom the contractor has provided similar services for municipal governments with library systems that are similar to the scale and size of the HBPL and within the past five years. Include the name, address of the organization, email, and phone number of a contact person, with a brief description of the services performed.

### **C. Technical Approach and Work Plan / Methodology**

1. Describe the contractor's ability and commitment to perform the Scope of Services described in this RFP. Provide a detailed work plan with specific task descriptions, timeline, and deliverables to demonstrate that the contractor has considered all aspects of this RFP. Identify the main elements of the Scope of Services, anticipated completion dates, and expected outcomes per each. Please include assumptions or disclaimers as needed. Note any deviations or additions to the Scope of Services that are believed to have been overlooked or that help clarify your understanding of the scope.
2. Provide a staffing plan that indicates the levels and types of staffing for each branch based on the hours of operations and programming needs.
3. A library operations transition plan with a timeline.
4. Contractor will provide statement regarding how they will initiate relationships with the various vendors/contractors and partnerships already in existence that are currently used by the HBPL.
5. Describe any additional services or information that may be required or worth consideration.

### **D. References**

1. Provide at least five references that have received similar services from your company. Include the name of the contract manager, the contractor, the length of service, phone and email address, and other relevant information. It is preferable if the references are for municipal government agencies or are local companies. The City reserves the right to contact any of the organizations or individuals listed. Complete the Reference form (see Attachment 3) or provide references in your own formatting containing all the required information.

### **E. Conflict of Interest**

Disclose any possible conflicts of interest resulting from actions performed by the contractor on behalf of the City. Although the contractor will not be automatically disqualified by reason of work performed for other parties, the City reserves the right to consider the nature and extent of such work in evaluating the proposal. Contractor will sign and attach the non-collusion form (see Attachment 4).

## **F. Fee Proposal**

1. Provide a detailed not-to-exceed cost proposal to deliver the entire Scope of Services.
  - i. Provide a breakdown of costs by library facility, by year of the contract for years one through five, and by category in the scope of services: Library Services; Staffing (personnel and benefits); Training; Facilities; Program Management; Budget and Finance; Technology; Community Relations; Reporting and Evaluation; Transition; and Other. Further detail within those general categories may be requested by the City.
  - ii. Contractor will be responsible for maintaining all City-authorized contracts. If Contractor elects to end any contract prior to its termination date, Contractor will be financially responsible for any early termination costs.
2. A menu of additional services and their associated costs that may be provided and are not specifically requested in this RFP but are attainable within the HBPL annual budget.
3. Charges for supplies, equipment, and subcontractors will be paid at cost. It is expected that general, overhead, and administrative costs are included in the hourly rate for labor. Proposals will be held to the total cost given in the response quote. It will be assumed that all contingencies and/or anticipated escalations are included. No additional funds will be paid above and beyond the original quote given by the selected contractor.
4. Any agreement that may be entered into pursuant to this RFP will be for a five-year term (with the option to renew for five one-year terms). The City will conduct annual evaluations of the contractor's ability to fulfill the Scope of Services and reserves the right to terminate the agreement at any time after the first six months. Pricing for the second through fifth year of the initial term shall not exceed the contractor's proposed costs for that year or the CPI identified below, whichever is lower. If not otherwise stated, the contract may be renewed for the sixth and subsequent years at pricing adjusted up or down by no more than the Consumer Price Index - All Urban Consumers (not seasonally adjusted), Los Angeles-Long Beach-Anaheim area and prevailing wage rates, if applicable. Price adjustments may be increases or decreases as appropriate and must be requested at least 90 days prior to the expiration/renewal of the contract. If not renewed prior to the anniversary date, the contract may continue on a month-to-month basis until renewed or awarded to a new contractor.
5. The contractor's most recent financial statements to assist the City in determining the contractor's financial condition. The City will only award a contract to a responsible contractor possessing the financial stability and the ability to perform successfully under the terms and conditions of this RFP and which will be most advantageous to the City.

## **6. Submittal Process**

All proposals must be submitted in PDF file format via Planet Bids.

### **A. Content and Number of Proposals**

The proposal must be submitted using the format as indicated in the proposal format guidelines. Submit one (1) PDF file format copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

## **B. Submission of Proposals**

**Complete written proposals must be submitted electronically in PDF file format via the Planetbids.com website no later than 4:00 P.M. (P.D.T) on June 6, 2024. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.**

Proposals may be withdrawn prior to the submission deadline, provided notification is received in writing. Proposals cannot be changed or withdrawn after the deadline.

## **C. Inquiries**

Written questions must be directed via Planetbids through the Q & A tab no later than June 3, 2024 @ 4:00 P.M. (P.D.T) to the City's Purchasing Division. Answers from the City will be posted on Planetbids on June 4, 2024 by 4:00 P.M. (P.D.T).

From the date that this RFP is issued until a contractor is selected and the selection is announced, contractors are not allowed to communicate for any reason with any City Council Member or City employee other than the contracting officer listed above regarding this RFP. The City shall reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

## **D. Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Huntington Beach. If any proprietary information is contained in the proposal, it should be clearly identified.

# **7. Selection Criteria**

The City may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements (10%)
- B. Understanding of Scope of Service / methods and approach described to accomplish the Scope of Services (30%)
- C. Demonstrated, proven, and recent experience in successfully providing public library managed services in similar communities in California; experience must include conducting work of similar scope, complexity, and magnitude for other public agencies. Contractors must also have a minimum of five (5) years' experience managing full service public libraries in California. (20%)
- D. Cost proposal (25%)
- E. A minimum of five satisfactory references for contractor and any subcontractors; references should be from local government clients with similar library systems that the City can visit. (15%)

The City may contact references; contact the contractor to clarify any response; contact any current users of a contractor's services; solicit information from any available source concerning any aspect of a proposal;

and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal but may make an award in the best interests of the City.

After written proposals have been reviewed, discussions or interviews with prospective contractors may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from contractor's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview, if held.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing contractors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

## **8. Standard Terms and Conditions**

### **A. Amendments**

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted via Planet Bids. Contractors should check this web page daily for new information.

The City also reserves the right to cancel, modify and/or redistribute services needed for one or all items listed in this RFP, if determined to be in the best interest of the City, for any reason. If this RFP and any ensuing agreement becomes partially or fully grant funded, the awarded contractor must agree to follow all grant, Federal, State, and City policies, guidelines, and regulations.

### **B. Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the contractor. All proposals submitted become the property of the City.

### **C. Contract Discussions**

Prior to award, the apparent successful contractor may be required to enter discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within 3 days from notification. If no resolution is reached, the proposal may be rejected, and discussions will be initiated with the second highest scoring contractor. See Attachment 1 for a sample agreement.

### **D. Confidentiality Requirements**

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

### **E. Financial Information**

The City is concerned about any contractor's financial capability to perform; therefore, the City may ask for sufficient data to allow for an evaluation of one's financial capabilities.

**F. Payment by Electronic Funds Transfer – EFT:**

The City requires that payment be made directly to the vendor's bank account via an Electronic Fund Transfer (EFT) process. Banking information will need to be provided to the City via an Electronic Credit Authorization form. A City representative will provide the Electronic Credit Authorization form upon intent to award. Vendor will receive an Electronic Remittance Advice with the payment details via email. It is solely the responsibility of the vendor to immediately notify the City of any change to their information related to payments.

**G. Insurance Requirements & Sample Agreement**

City Resolution 2008-63 requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful contractor must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix A. Failure to furnish the City with the required certificates within the time allowed will result in forfeiture of the Proposal Security. ***The City strongly encourages all contractors to review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal.***

*Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal. The terms of the agreement, including insurance requirements, have been mandated by the City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.*

## Exhibit A – HBPL Service Information

The table below provides a broad overview of services provided by the HBPL in Fiscal Year 2022-23. However, the system operates under a more detailed Scope of Services, which will be shared with the highest-ranking contractor during the agreement negotiation process. The goal is to ensure all details are included in a final agreement, unless the contractor can demonstrate another approach that may be more effective and efficient.

Item	Quantity
Facilities:	<ul style="list-style-type: none"> <li>• 1 Central Library and 4 branch libraries</li> </ul>
Collections:	<ul style="list-style-type: none"> <li>• Nearly 175,000 unique titles (2023)</li> </ul>
Circulation:	<ul style="list-style-type: none"> <li>• Over 807,000 physical items in circulation (2023)</li> <li>• E-materials are available separately on Hoopla, Libby, Palace Projects</li> </ul>
Staffing:	<ul style="list-style-type: none"> <li>• 28 full-time City employees</li> <li>• 78 part-time City employees</li> <li>• Approximately 800 volunteers</li> </ul>
Services:	<ul style="list-style-type: none"> <li>• Online public access catalog (Sirsi-Dynix)</li> <li>• Public access internet computers, iPads, and laptops</li> <li>• CENIC wireless internet</li> <li>• Photocopier</li> <li>• Electronic Resources (e.x. Hoopla, Libby)</li> </ul>
Programs:	<ul style="list-style-type: none"> <li>• Adults: at least 275 programs</li> <li>• Children's: at least 1,000 programs and 550 story times</li> <li>• Teens: at least 50 programs</li> <li>• Literacy Services: at least 5,000 hours to nearly 300 participants</li> <li>• Additional programs are viewable on the <a href="#">HBPL website</a>.</li> </ul>
Current Partnerships:	<ul style="list-style-type: none"> <li>• Friends of the Library, Friends of the Children's Library, OC Genealogical Society, HB Art Center Foundation, Historic Resources Board, Literacy Volunteers of HBPL, Veteran's Resource Center</li> </ul>
Average Annual Donations:	<ul style="list-style-type: none"> <li>• Donation amounts vary annually. On average, they are approximately \$300,000/year and used towards materials, furniture, equipment, and other necessities.</li> </ul>



## Exhibit B - Current Staffing Levels

The following tables include general job descriptions for full and part-time City employees who operate the HBPL and general job descriptions. These positions are in the FY2023-24 Operating Budget:

Full Time Positions	No. of Positions
Accounting Technician	2
Facilities Maintenance Coordinator	1
Facilities Security Coordinator	1
Library Services Assistant (Clerk)	7
Senior Administrative Assistant	1
Literacy Program Specialist	2
Librarian I	6
Librarian II	1
Senior Library Specialist	2
Senior Librarian	3
Principal Librarian	1
Community & Library Services Manager	1
<b>Total Full-Time Positions</b>	<b>28</b>

Part Time Positions	No. of Positions
Library Page (Entry)	8
Library Page (Experienced)	4
Department Services Aide (Entry Level)	32
Department Services Aide (Journey)	12
Department Services Aide (Experienced)	8
Department Services Specialist (Entry)	1
Library Facilities Assistant (PERS)	2
Maintenance Worker (Experienced)	1
Substitute Librarian	10
<b>Total Part-Time Positions</b>	<b>78</b>

## Exhibit C – Financial Information

### Huntington Beach Public Library Operating Costs

The following Financial Information includes the HBPL's actual expenditures in Fiscal Year 2022/23 and its adopted operating budget for this current Fiscal Year 2023/24.

	Actual FY 2022/23	Adopted Budget FY 2023/24
<b>Salaries - Permanent</b>	<b>1,977,219</b>	<b>2,118,610</b>
<b>Salaries - Temporary</b>	<b>948,687</b>	<b>975,100</b>
<b>Benefits</b>	<b>762,964</b>	<b>795,469</b>
<b>Conferences and Training</b>	<b>742</b>	<b>1,000</b>
<b>Equipment &amp; Supplies</b>	<b>121,498</b>	<b>77,139</b>
Audiovisual Supplies	550	
Computer Hardware & Supplies	11,245	3,000
Furniture Non-Capital	13,365	-
General Supplies	51,762	24,000
Office Supplies	15,757	31,250
Program Supplies	28,820	18,889
<b>Expense Allowances</b>	<b>5,421</b>	<b>5,400</b>
Auto Allowance	5,421	5,400
<b>Other</b>	<b>158</b>	
Other	158	
<b>Other Contract Services</b>	<b>202,640</b>	<b>201,482</b>
Building Alarm	4,292	5,200
Cont Svcs - Janitorial	121,129	129,282
Other Cont Svcs		-
Meeting Room Tech Support	55,080	44,000
Chat Service/Sky River License	22,139	23,000
<b>Professional Services</b>	<b>19,900</b>	<b>-</b>
Other Professional Services	19,900	-
<b>Repairs &amp; Maintenance</b>	<b>455,940</b>	<b>437,696</b>
Awards and Presentations	979	5,000
Bldg and Grounds Maint	9,945	13,000
Books	254,869	85,500
Clothing/Uniforms	199	1,000
Dues and Memberships	1,810	2,100
Electronic Materials	54,513	217,000
Equipment Repairs, Maint	49,121	47,000
Repairs and Maintenance	29,062	29,000
Software License Maint	34,540	38,096
Cellular Wireless Data	18,036	32,300
Utilities	411,190	411,190
<b>Grand Total</b>	<b>\$ 4,924,886</b>	<b>\$ 5,055,386</b>

\* Sirsidynix Annual Maintenance Costs totaled \$50,993 and \$60,907 in FY 2022/23 and FY 2023/24, respectively.

Sirsidynix Annual maintenance costs are budgeted in the Information Services Department's Operating Budget. Please ensure that the cost for this Integrated Library System or equivalent is incorporated in all cost proposals.

## **Attachment 1 - Sample Professional Services Agreement**

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND

FOR

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and \_\_\_\_\_, a \_\_\_\_\_ hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to \_\_\_\_\_; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates \_\_\_\_\_ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than \_\_\_\_\_ from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide

coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and



employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

TO CONSULTANT:

City of Huntington Beach  
ATTN:  
2000 Main Street  
Huntington Beach, CA 92648

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and

are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

**CONSULTANT's initials** \_\_\_\_\_

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

CONSULTANT,

COMPANY NAME

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: \_\_\_\_\_

\_\_\_\_\_  
print name

**ITS:** *(circle one)* Chairman/President/Vice President

**AND**

By: \_\_\_\_\_

\_\_\_\_\_  
print name

**ITS:** *(circle one)* Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:

\_\_\_\_\_  
REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT "A"**

- A. STATEMENT OF WORK: (Narrative of work to be performed)
- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:
- C. CITY'S DUTIES AND RESPONSIBILITIES:
- D. WORK PROGRAM/PROJECT SCHEDULE:

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

#### B. Travel Charges for time during travel are not reimbursable.

#### C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.



5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

## **EXHIBIT "B"**

### **Payment Schedule (Fixed Fee Payment)**

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND

FOR

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## **Attachment 2 - Request for Proposal-Vendor Application Form**

**REQUEST FOR PROPOSAL**  
**VENDOR APPLICATION FORM**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Year Business was Established: \_\_\_\_\_

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

<input type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Huntington Beach Business License Number: \_\_\_\_\_

(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: \_\_\_\_\_

## **Attachment 3 – References Form**

## City of Huntington Beach

### Vendor Reference Form

Please provide 5 references for similar services your firm provided. If possible include either other governmental agencies or local references

#### Reference #1

Firm Name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Contract/project start and end dates \_\_\_\_\_

Annual Project Costs \$ \_\_\_\_\_

Project Description \_\_\_\_\_

#### Reference #2

Firm Name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Contract/project start and end dates \_\_\_\_\_

Annual Project Costs \$ \_\_\_\_\_

Project Description \_\_\_\_\_

#### Reference #3

Firm Name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Contract/project start and end dates \_\_\_\_\_

Annual Project Costs \$ \_\_\_\_\_

Project Description \_\_\_\_\_



**Reference #4**

Firm Name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Contract/project start and end dates \_\_\_\_\_

Annual Project Costs \$ \_\_\_\_\_

Project Description \_\_\_\_\_

**Reference #5**

Firm Name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Contract/project start and end dates \_\_\_\_\_

Annual Project Costs \$ \_\_\_\_\_

Project Description \_\_\_\_\_

## **Attachment 4 – Non-Collusion Form**

## Non-Collusion Affidavit

---

Note: To be executed by Proposer and submitted with proposal.

State of \_\_\_\_\_  
(the State of the place of business)

County of \_\_\_\_\_  
(the County of the place of business)

\_\_\_\_\_, being first duly sworn, deposes and  
(name of the person signing this form)  
says that he/she is \_\_\_\_\_ of  
(title of the person signing this form)  
\_\_\_\_\_, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By:	_____
	(signature)
Printed Name:	_____
	(name of the person signing this form)
Title:	_____
	(title of the person signing this form)

Notary is not required for this bid.

## **Attachment 5 – Insurance Requirements**

## CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

[illegible]

## CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

[illegible]

## CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p><b>Licenseses/Lessees:</b> Any persons or entities who contract with the City for the use of public property.</p>		<p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. (Additional Insurance Endorsement is always required with General Liability Ins.)</p>		<p>Full replacement cost with no coinsurance penalty provision.</p>	<p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (See Note 1 below.)</p>	<p>Include the policy number and Additional Insured Endorsement Requirement statement below.(See Note 2.)</p>
<p>Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p>						
<p>Note 2 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p>						

## CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

*Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII.*

*Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.*

Vendor Type	Minimum Insurance Requirements
	Professional Liability
<b>Design Professionals:</b> Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.	Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.
<b>Professional Services:</b> Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but is not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.	
<u>Claims made policies are acceptable if the policy further provides that:</u> 1) The policy retroactive date coincides with or precedes the professional services contractor’s start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit. 4) The reporting of circumstances or incidents that might give rise to future claims.	