

City of Commerce
REQUEST FOR PROPOSAL
INSTALLATION, REMOVAL, MAINTENANCE AND STORAGE OF HOLIDAY DECORATIONS

SECTION I REQUEST FOR PROPOSALS

NOTICE TO PROPOSERS: Sealed Proposals will be received in the Public Works and Development Services Department, until the time and date specified below for:

HOLIDAY DECORATIONS PROGRAM

Request for Proposals (RFP) is available online at <http://www.ci.commerce.ca.us/bids.aspx>

ADDRESS PROPOSALS TO:

City of Commerce
Attn: Public Works and Development Services Department
2535 Commerce Way
Commerce, CA 90040

Proposals shall be sealed and clearly marked on the front **“Proposal for Installation, Removal, Maintenance and Storage of Holiday Decorations.”**

FAXED PROPOSALS WILL NOT BE ACCEPTED.

PROPOSALS ARE DUE NO LATER THAN: 5:00 p.m., on May 18, 2017. Proposers shall submit one original (1) and three (3) copies for a total of (4) of their proposal. The RFP process shall follow the timeline laid out below. The City is not responsible for delays occasioned by the U.S. Postal Service, the City’s internal mail delivery system or any other means of delivery employed by the proposer. Similarly, the City is not responsible for, and will not open, any proposals which are received later than the date and time stated above.

QUESTIONS: All questions and clarifications regarding this RFP must be submitted no later than April 27, 2017 by e-mailing or calling the following City Representatives:

Questions related to installation, removal, and electrical please direct to:

Hector Orozco, Street & Tree Maintenance Supervisor
Hectoro@ci.commerce.ca.us
(323) 722-4805, ext. 4469

Questions related to the RFP process and décor, please direct to:

Gina Nila, Deputy Director of Public Works Operations
ginan@ci.commerce.ca.us
(323) 722-4805, ext. 2839

TIMELINE:

- Issuance of RFP on April 5, 2017
- Questions Due by April 27, 2017
- Proposals Due by 5:00 p.m. on May 18, 2017

- Award Contract on or by June 20, 2017
- Begin Decoration Installation on November 14, 2017 **following** the Veteran's Memorial Holiday to allow sufficient time for City staff to remove pole-mounted Veteran's Day Holiday decorations.
- Complete Decoration Installation by November 28, 2017
- Begin Decoration Removal January 2, 2018
- Complete Decoration Removal January 12, 2018

TERMS:

Proposal should include all new decorations under a three (3) year lease agreement for installation, removal, maintenance and storage with an optional two (2) year extension.

SECTION II SPECIFIC CONDITIONS AND INSTRUCTIONS FOR THIS PROPOSAL

A. SCOPE OF WORK:

The City of Commerce is soliciting proposals from qualified professional firms to provide outdoor commercial holiday decorations, installation, removal, maintenance and storage services for a period beginning with the 2017 holiday season. The successful vendor will provide the holiday decorations and mounting hardware needed to decorate the areas listed within this RFP, namely City Hall, Heritage Park, Veteran's Park area, Greenwood Library, City streets, Bristow Park entrance and railroad bridge. The holiday decorations must be new. All decorations and lighting must be installed and removed in accordance with the aforementioned timeline.

The City is interested in a fresh new Holiday Decoration Program and would like for proposers to provide creative display ideas in their proposal. Photographs of decorations used in past years are included as reference.

AREA I HERITAGE PARK DISPLAY – 1 area

Location: Atlantic Blvd. and the 5 Freeway. *This is a central display area with a high volume of traffic.*

Install:

1 – lighted and decorated 24' holiday Sequoia tree.

1 – lighted 14' overhead streamer.

Propose:

Additional large-scale lawn decorations.

Special Notes:

Proposer should include use of LED lighting at this site to avoid outages.

Power outlets stub out of subterranean electrical boxes.

Do not drive any vehicles on the grass unless plywood is laid out for protection.

Exercise extreme caution when driving stakes into the ground, there are numerous sprinkler pipes in the area. If a pipe is damaged, notify the City contact person immediately to turn the water off and schedule repairs.

AREA II VETERAN'S PARK & LIBRARY DISPLAY – 3 areas

Location: 6364 Zindell Ave. and 6134 Greenwood Ave.

Please provide two quotes in proposal for the following two options:

Option 1 - Install, remove, maintain and store City-owned decorations:

Veteran's Memorial - deer greeter and large gift boxes.

Veteran's building exterior entrance – giant light bulbs.

Greenwood Library rooftop decoration with perimeter lighting – lighted Santa sleigh with reindeer and perimeter lighting.

*photographs are included with this RFP.

Option 2 – propose new décor for both locations. The library should be a rooftop decoration and Veteran's Park would consist of two 20'x 10' lawn areas decorated without electricity.

AREA III CITY HALL DISPLAY – 1 area

Location: 2535 Commerce Way

Install:

1 – Lighted and decorated 20' Holiday Sequoia Tree.

2 - Additional lighted lawn decorations to be proposed by proposer. In years past, the City decorated with two large lighted crossed candy canes or lighted reindeers on the lawn on either side of the tree.

AREA IV STREET DISPLAY – no pole-mounted decorations allowed on wooden poles.

165 lighted reflective-type pole displays distributed as follows:

Propose two types of lighted reflective pole designs to alternate on poles.

Install:

Location: Eastern Avenue (c/s Jillson St. & Atlantic Blvd.)

34 - center pole mounts with dual-sided displays (total of 34 displays on 17 poles)

17 - vinyl pole wraps

Location: Commerce Way (c/s Jillson & Harbor)

11 - pole mounts

11 – single sided pole displays

11 - vinyl pole wrap

Location: Atlantic Blvd. (c/s 5 Freeway & Jillson)

29 – pole mounts

29 – single sided pole displays

29 - vinyl pole wrap

Location: Washington Blvd. (c/s 5 Freeway & Atlantic Blvd.)

51 – pole mounts

51 – single sided pole displays

51 – vinyl pole wrap

Location: Telegraph Rd. (c/s Washington Blvd. & Hoefner Ave.)

40 – pole mounts

40 – single sided pole displays

40 – vinyl pole wrap

8 LED-lighted overhead streamers located at the following designated intersections:

Washington Blvd. at Ayers Ave.
Washington Blvd. and Atlantic Blvd.
Washington Blvd. and Telegraph Rd.
Atlantic Blvd. and Harbor St.
Eastern Ave. and Everington St.
Commerce Way and Washington Blvd.
Gage Ave. and Zindell Ave.
Triggs St. and S. McDonnell Ave.

In years past, the City used 40' long "Seasons Greetings" or star themed streamers.

Special Notes:

Install the overhead streamers with the lead cord on the same side as the power source.
Use two extension cords or as necessary to connect to two separate outlets for each streamer.
Powered by 2, 20 amp circuits/outlets each.

AREA V BRISTOW PARK ENTRANCE DISPLAY – 1 area

Location: 1466 S. McDonnell Ave.

Proposer is to propose a holiday décor plan for the park entrance and fence along Triggs Street. The City is open to any and all ideas proposed. A photograph of the park's entrance and fence is included with the RFP.

Special Notes: limitations include no electricity and no decorations are allowed on Edison's wooden electrical street poles.

AREA VI RAILROAD BRIDGE – 1 area

Location: Garfield Ave. at Ferguson Dr.

Proposer is to propose a holiday décor plan for both sides of the railroad bridge face. A photograph of the bridge is included with the RFP.

Special Notes: Holiday Décor Company will need to obtain the railroad company's permission to decorate the bridge. Limitations include no known electrical sources within close proximity of the bridge and no decorations are allowed on Edison's wooden electrical street poles.

Awarded Proposer must provide and install all required SCE tapa devices except for the new poles on Washington Boulevard between the 5 and 710 Freeways which are equipped with the electrical connection for pole décor and outdoor approved electrical extension cords for all lighted street and holiday displays as needed. Proposers must also provide all timed controllers for displays.

B. PROPOSAL REQUIREMENTS:

1. If any proposer is in doubt as to the intent or meaning of any part of this RFP, the proposer must e-mail or call the City Representative no later than specified in the notice for proposals.
2. Proposers are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a vendor implies the vendor's acceptance of the terms and conditions herein, unless otherwise stated. The vendor selected shall constitute this RFP as binding and shall hold the full force of contractual obligations.
3. The proposer is responsible for all costs related to the preparation of this proposal.

4. Any cost associated with the delivery and installation of the holiday decor not specifically set forth in this RFP will be the responsibility of the vendor, and will be deemed included in the fees and charges herein.
5. The format of the vendor's proposal must be consistent with the format of the specifications listed.
6. Proposed pricing and/or percentage discount shall be firm from the beginning date of the signed purchase order.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. The City is in no way restricted from ordering holiday decor from other vendors as needed. The following shall be deemed necessary for a successful proposal:
 - a. This proposal must be summarized in letter form on the vendor's letterhead stationery. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to the City's terms must be noted in the letter.
 - b. A complete description and specifications of the decor unit(s) including mounting hardware and length of connecting cord.
 - c. At least (3) references from companies or agencies that have leased and/or purchased the proposed decor from your company and utilized your company's services. The company's name and address, a contact name, title and phone number, must be included with the reference information (Section IV).
 - d. A completed and signed Company Information & Signature Sheet (Section V); delivery information must also be completed in this section.

NOTE: Proposers are required to submit the required information listed above. The City reserves the right to reject proposals that the City considers incomplete due to the omission of the required information.

C. GENERAL REQUIREMENTS:

1. Professional workmanship shall meet or exceed existing industry standards.
2. Unless otherwise specified, the vendor shall unconditionally guarantee the materials and workmanship of all holiday decor. If any defects or signs of deterioration are noted, which in the City's opinion are due to faulty workmanship or material, the vendor, upon notification and at the expense of the vendor, shall replace the holiday decor (within seven (7) business days) to the complete satisfaction of the City. The replacement of the holiday decor shall be made only at such time as shall be designated by the City as least detrimental to the operation of City business.

Regardless of any statement to the contrary, the vendor agrees that implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

3. Proposers shall guarantee delivery in accordance with the delivery requirements referenced in Section IIA, Scope.
4. Failure of the vendor to provide commodities within the time specified, unless extended and accepted in writing by the City or failure to replace rejected commodities when so directed by the City shall constitute delivery failure. When such failure occurs, the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may lease and/or purchase, in the open market, commodities of comparable worth to replace the articles rejected or not delivered. On all such transactions, the vendor shall reimburse the City within a reasonable time specified by the City for any expense incurred; such purchases shall be

deducted from the contract quantities. The City reserves the right to reject commodities delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City.

5. The Vendor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the vendor shall bear all risk for rejected commodities after written notice of rejection. Rejected commodities shall be replaced by and at the expense of the vendor after written notification of rejection. Upon Vendor's failure to replace commodities within seven (7) working days after the date of notification, the City may return the rejected commodities to the vendor at the vendor's risk and expense or the City may dispose of them as its own property.
6. Final inspection of commodities shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities shall be made within a reasonable time after delivery, but failure to inspect or reject commodities shall not impose liability on the City if such commodities are not in accordance with the specification. All commodities delivered to the City shall be accepted subject to inspection and physical count.

D. CONTRACT AWARD:

1. The vendor's proposal shall be complete to be considered for contract award.
2. The City reserves the right to qualify, accept or reject any or all vendors, to waive irregularities or technicalities in any proposal and accept any proposal deemed to be in the best interest of the City. The City of Commerce reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to delivery time, the proposed holiday decor, warranty/product, reliability and functionality, product availability, references, delivery time, and special pricing and volume discounts.
4. Award, if made, shall be in the form of a City Agreement. Enclosed is the City's Professional Services Agreement.

E. EVALUATION PROCESS:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, and overall responsiveness to the RFP. A City representative or official may conduct discussions with any offeror that submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other offeror. The City representative reserves the right to request the offeror to provide additional information during this process.

SPECIFIC CONDITIONS AND INSTRUCTIONS:

The above conditions and instructions clarify this specific proposal document, but are in addition to the following GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).

SECTION III GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions which follow apply to all proposals issued by the City, unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves of the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer's own risk.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking. This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is NOT a bid and is not governed by state or federal bidding requirements. Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the proposer and the City. "Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proposal. The proposal shall clearly state the legal name, address, telephone number, and email address of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to the proposal.
2. **ADDRESSING OF PROPOSAL.** Listed on first page of RFP.
3. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the Public Works and Development Services Department on or before the local time and date specified. The City shall not be responsible for, and may not consider, any late proposal, amendment thereto, and request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award. A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.
4. **PROPOSALS BINDING 90 DAYS.** Unless otherwise specified, all formal proposals submitted shall be binding for sixty (90) days following proposal date, unless the proposer(s), at the City's request agrees in writing to an extension.
5. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Commerce upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. The proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
6. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

B. INSURANCE

1. **INSURANCE REQUIREMENTS.** The successful proposer shall provide insurance as follows:
 - a. Certificate of Insurance; Cancellation of Modification
 - 1) Before commencing work, the Proposer shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein to be in effect for the full contract period. The City reserves the right to modify minimum insurance requirements as necessary.
 - 2) The Proposer shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.

- 3) Cancellation or modification of said policy or policies shall be considered just cause for the City of Commerce to immediately cancel the contract and/or halt work on the contract and to withhold payment for any work performance under contract.
- b. Minimum Coverage
The City's required insurance specifications are enclosed as Exhibit B, Required Insurance as part of the City's Professional Services Agreement.

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The proposer shall abide by and comply with the true intent of the specifications (i.e. not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, etc., it shall be construed as the minimum specifications requirements.
2. **PROPOSED ALTERNATE.** When an item is identified in the RFP by a manufacture's name or catalog number, it is understood that the proposer is to furnish the commodity and/or service so identified by the City unless the proposer specifically proposes an alternate. In proposing an alternate item, the proposer shall clearly state in its proposal exactly what he/she proposes to furnish and forward with the proposal, a complete description of the proposed alternate, including brand, model number, drawings, performance and test date, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any charges in other materials, equipment or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate rests upon the proposer. The City's decision to approve or disapprove of a proposed alternate shall be final.
3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The proposer shall provide a description of the qualification, credentials, experience, and resources as they relate to provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, name, address, email address and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made with an addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject a proposer's proposal which investigation shows is not in a position to satisfactorily and timely perform the contract.
2. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City. Formal presentations will be scored and evaluated by the Public Works Director who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.
3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.

4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$200.00, Two hundred dollars).
5. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project. The City of Commerce encourages and appreciates the use of local labor, products and services.
6. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.
7. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates is best qualified to provide the materials and service for the project and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any proposer who has submitted a proposal to determine qualifications for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer is selected. Criteria for selection will include but not limited to:
 - Ability to provide the type and quality of materials and service that best meets the needs of the City.
 - Organization, size, management and structure of the firm to provide service.
 - Experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
 - Satisfactory reference checks of clients for similar projects.
 - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices.
 - Whether the proposer is in arrears to the City, in debt on a contract or is a defaulter on a surety or other agreement with the City.
 - If a reasonable doubt arises as to proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
 - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

E. GENERAL CONTRACT PROVISIONS

1. **CONTRACT AWARD.** Upon City's selection and satisfaction between City and Proposer on the work to be performed, an agreement will be executed and purchase order issued.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified in Exhibit B shall be on file with the City before work can commence.
3. **AVAILABILITY OF FUNDS.** Funds are appropriated on a fiscal year basis. The City's extended monetary contractual obligations for successive fiscal years shall be contingent upon actual appropriation for each following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
6. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

- a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties when in the best interest of the City or
 - b. Terminated with or without cause per the Contract.
7. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Commerce and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either. Proposer is not, and shall not be deemed to be, an agent or employee of the City of Commerce.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or uncopyright composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
 - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Illinois and the federal government including the Prevailing Wage Act.
9. **NON-DISCRIMINATION.** Proposer shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual statement, or otherwise commit an unfair employment practice. Proposer further agrees that this non-discriminatory agreement shall be incorporated by the Proposer in all contracts entered into with suppliers of commodities and/or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
2. **INVOICING.** Before the City will pay any invoice, the invoice must include a detailed description of all charges, the proposal number, department name, dollar amount, quantity of hours worked, and any other pertinent information. All reimbursable expenses must be accompanied by a copy of the vendor's receipt. Following acceptance of each payment term, payment shall be made. Submit invoice to:

City of Commerce
 Attn: Public Works and Development Services Department
 2535 Commerce
 Commerce, CA 90040

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitation imposed by the Federal Government.
4. **TAXES.** The City of Commerce is exempt from all Federal, State of Illinois and other State Taxes on the purchase of commodities and services used by the City of Commerce. The Finance Department

shall provide tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are used within another state and are applicable and subject to payment.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

SECTION IV REFERENCES

The vendor must **provide at least three (3) references** from companies or agencies that have purchased the proposed holiday decor from your company. The vendor must complete the required reference information listed below.

Company Name	Company Address	Company Contact	Title of Contact	Contact Telephone Number

Note: Additional references may be included with the vendor's proposal.

SECTION V COMPANY INFORMATION & SIGNATURE SHEET

Vendors must include with their submitted proposal this completed and signed Company Information & Signature Sheet and a price list for the proposed holiday decor required for this contract.

The undersigned proposer, having examined and determined the scope of this RFP, hereby proposes to supply and delivery the proposed commodities as described in the proposal documents at the prices set forth within.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the RFP prepared by the City of Commerce, and the City's RFP shall prevail. The undersigned bidder certifies that this proposal is made in good faith and without collusion or connection with any other persona or persons associated with the project.

Delivery: Upon receipt of a purchase order from the City of Commerce, the vendor guarantees delivery of the proposed holiday decor by installation date.

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____ Date Signed _____

Title of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Website Address: _____ E-mail Address _____

Addenda Form:

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number and Date

PROPOSAL PRICES – 2017

AREA I Heritage Park Display – 1 area

AREA II Veteran's Park/Greenwood Library Display – 3 areas

AREA III City Hall Display – 1 area

AREA IV Street Display – various locations

AREA V Bristow Park Entrance and Fence – 1 area

AREA VII Railroad Bridge – 1 area

TOTAL COST TO LEASE DECORATIONS* _____

***Submit unit prices on separate sheet with a breakdown of total cost for each of the display areas. Please indicate exception for those areas not proposed on. Costs must include installation, removal, maintenance and storage services.**

Signature: _____ Date _____

Name of Company Contact _____

Title of Contact: _____

Company Address: _____

Phone Number: _____

ATTACHMENT A

The contractor is required to supply all brackets and decorations, where specified by the City of Commerce. The contractor is responsible for installation, maintenance, removal, and storage of decorations. The decorations are to be installed and removed by the dates found in the aforementioned timeline.

Unit Cost Pricing:

While the individual pole counts are assumed accurate, there may be slight deviations. To account for this, proposers are asked to submit unit costs for material. Unit costs pricing should include time and materials. Additional material requirements should be cleared through the City's representative.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") entered into this ____ day of ____, 2017, ("Effective Date") is by and between _____ ("CONSULTANT") located at _____ and the City of Commerce, a Municipal Corporation ("CITY") located at 2535 Commerce Way, Commerce CA 90040;

W I T N E S S E T H

This Agreement is made and entered into with respect to the following facts:

WHEREAS, the City has determined that it requires the services of a professional that can provide assist the City with _____;

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees;

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

1. Scope of Services and Schedule of Performance

CONSULTANT shall provide City with such professional services as are set forth in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by this reference. NOTE: the Appendices that are prepared in response to the RFP and/or the Proposal by the successful bidder will be used as the Scope of Services attachment.

2. Warranty

CONSULTANT warrants that the services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing services of a similar nature at the time the services were rendered.

3. Term of Agreement

The term of this Agreement shall be for ____ days or until _____ (date). The City shall have the option to extend the Agreement at its discretion. If the City desires to exercise such option(s), the City shall advise CONSULTANT at least thirty (30) days prior to the expiration of the initial term.

4. Compensation and Payment

4.1. So long as CONSULTANT is discharging CONSULTANT's obligations in conformance with the terms of this Agreement, CONSULTANT shall be paid such

compensation rates as are set forth in CONSULTANT's Proposal dated _____ attached hereto as Exhibit A and incorporated herein by this reference. CONSULTANT will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by City.

4.2. Such fees shall be payable following receipt of an itemized invoice for services rendered submitted to City in a timely manner. CONSULTANT shall send and address its bill for fees, expenses, and costs to City to the attention of the Environmental Services Manager upon completion of services invoiced to City on a monthly basis.

4.3. Payment by the City to CONSULTANT shall be within 30-days of receipt of approved invoices. Payments will be based on approved invoices which include all required reports and detailed back-up information on all expenses. City shall pay the full amount of such invoice; provided, however, that if City objects to any portion of an invoice, City shall notify CONSULTANT of City's objection and the grounds therefore within thirty (30) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice.

5. Financial Records

CONSULTANT shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible for audit or examination. CONSULTANT shall keep, maintain and provide free access to such books and records to examine and audit the same, and to make transcripts thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of four (4) years from the date of final payments under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement.

6. Right of Termination

6.1. City may in its sole discretion terminate this Agreement by providing CONSULTANT with a thirty (30) day written notice.

6.2. CONSULTANT may terminate this Agreement by giving the City a 60-day advance written notice if such termination is necessary.

6.3. With the 60-day written notice of termination, CONSULTANT shall give City a written explanation of the reason that the CONSULTANT believes termination is necessary, and cooperate with the City in an effort to resolve the issue.

6.4. Termination by either party hereunder, shall not relieve CONSULTANT from providing services required to be performed up to the effective date of such termination, nor relieve City of its duty to pay the approved costs, prorated as

necessary, to the effective date of such termination, or any other reimbursements, fees or expenses to be paid to CONSULTANT by the terms of this Agreement.

7. Independent CONSULTANT

CONSULTANT is and shall perform its services under this Agreement as a wholly independent CONSULTANT. CONSULTANT shall not act nor be deemed an agent, employee, officer or legal representative of City. Except as otherwise expressly set forth herein, CONSULTANT shall not at any time or in any manner represent that it or any of its agents, employees, officers or legal representatives are in any manner agents, employees, officers or legal representatives of City. CONSULTANT has no authority to assume or create any commitment or obligations on behalf of City or bind City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between City and CONSULTANT. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services CONSULTANT undertakes under this Agreement.

8. CONSULTANT to Provide Required Personnel; Subcontracting

CONSULTANT shall provide and direct the necessary qualified personnel to perform the services required of and from it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the services are rendered, and to the reasonable satisfaction of City. CONSULTANT may not have a subconsultant perform any services required under this Agreement unless the subconsultant is first approved and authorized to perform such work by the City.

9. Responsible Principal and Project Manager

CONSULTANT shall be required to identify a Project Manager for CONSULTANT who shall be responsible for complying with CONSULTANT's obligations under this Agreement and shall serve as principal liaison between City and CONSULTANT. Designation of another responsible principal or project manager by CONSULTANT shall not be made without the prior written consent of City.

10. City Liaison

CONSULTANT shall direct all communications to the Director of Community Development of City or his designee. All communications, instructions and directions on the part of City shall be communicated exclusively through the Director of Community Development or the City Administrator of City or their designees.

11. Licenses

CONSULTANT warrants that it and its employees have obtained all valid licenses

and/or certifications generally required of professionals providing services such as the services required under this Agreement by all applicable regulating governmental agencies and are in good standing with such applicable regulating governmental agencies.

12. Compliance with Laws

CONSULTANT shall, and shall ensure that its employees and sub-CONSULTANTS comply with all applicable City, county, state, and federal laws and regulations (including occupational safety laws and regulations) in performing the services required under this Agreement, and shall comply with any directions of governmental agencies and City relating to safety, security, and the like as they pertain to the performance of this Agreement.

13. Insurance

CONSULTANT shall maintain insurance and provide evidence thereof as required by Exhibit B hereto (the "Required Insurance"). CONSULTANT shall also require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Indemnification

14.1 CONSULTANT shall indemnify and hold City and its respective officials, officers, agents and employees harmless from and against any and all liabilities, including but not limited to losses, damages, demands, claims, actions, fees, costs, and expenses City's respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by CONSULTANT, its employees, its subconsultants or its agents in the performance of CONSULTANT's obligations under this Agreement. CONSULTANT shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused from an act of negligence or willful misconduct by City or its respective officials, officers, employees or agents. Upon demand, CONSULTANT shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

14.2. City shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due City from CONSULTANT as a result of CONSULTANT's CONSULTANT failure to pay City promptly any indemnification arising under this Section and related to CONSULTANT's CONSULTANT failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

14.3. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subconsultants or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.4. City does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. Confidentiality

CONSULTANT shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to CONSULTANT by City, or employees or agents of City, or any data, documents, reports, or other information produced by CONSULTANT during its performance hereunder, except as expressly authorized in writing by City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after CONSULTANT notifies City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after CONSULTANT notifies City of such an order, directive, or requirement. CONSULTANT shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by CONSULTANT with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

16. Ownership of Documents

All original documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in the course of providing the services under this Agreement (collectively, the "products") shall become the sole property of City except as prohibited by law, and City shall have authority to publish, disclose, distribute, use, reuse or disposed of the Products in whole or in part, without the permission of CONSULTANT except as prohibited by law. In the event that this Agreement is terminated by City or CONSULTANT, CONSULTANT shall provide City with any finished or unfinished Products. No documents, designs,

drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in whole or in part under this Agreement shall be the subject of an application for copyright or submitted for publication by or on behalf of CONSULTANT. Notwithstanding such ownership, CONSULTANT shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference.

17. Data and Services to be Furnished by City

All information, data, records, reports and maps as are in possession of City and necessary for the carrying out of this work shall be made available to CONSULTANT without charge. City shall make available to CONSULTANT members of its staff for consultation with CONSULTANT in the performance of this Agreement. City does not warrant that the information data, records, reports and maps heretofore to be provided to CONSULTANT are complete or accurate and CONSULTANT shall satisfy itself as to such accuracy and completeness. City and CONSULTANT agree that City shall have no liability should any of the information, data, records, reports, and maps be inaccurate, incomplete or misleading.

18. Covenant Against Contingent Fees

CONSULTANT warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission or percentage from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to CONSULTANT, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Conflict of Interest

CONSULTANT covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. CONSULTANT further warrants its compliance with the Political Reform Act (Gov. Code § 81000, et seq.) and all other laws, if applicable, respecting this Agreement and that no services shall be performed by either an employee, agent, or a subconsultant of CONSULTANT, who has a conflict relating to City or the performance of services on behalf of City.

20. Other Agreements

CONSULTANT warrants that CONSULTANT is not a party to any other existing agreement that would prevent CONSULTANT from entering into this Agreement or that would adversely affect CONSULTANT's ability to perform the services under this Agreement. During the term of this Agreement, CONSULTANT shall not, without City's prior written consent, perform services for any person, firm, or corporation other than

City if such services could lead to a conflict with CONSULTANT's obligations under this Agreement.

21. Waiver of Breach

No waiver of any term, condition or covenant of this Agreement by City shall occur unless signed by the City Administrator of City and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for the specified period of time only and shall not apply to any subsequent breach. In addition, such waiver shall not constitute a waiver of any other term, condition or covenant of this Agreement nor shall it eliminate any remedies available to City for any breaches of this Agreement which are not excused by such waiver. A delay in communicating a failure of CONSULTANT to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

22. No Discrimination

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. Captions

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

24. Waiver

The waiver by City or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or CONSULTANT unless in writing.

25. Cumulative Remedies

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be San Bernardino County, California.

26. Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by CONSULTANT. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

27. Attorneys' Fees

In the event arbitration or a judicial proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in connection therewith.

28. Notices

Notices provided hereunder shall be delivered by certified First Class U.S. Mail, postage prepaid, or by personal service as required in judicial proceedings, directed to the address provided below:

For City:
City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn:

For CONSULTANT:

Attn:

Notice shall be deemed received three (3) days after its mailing to the above address or upon actual receipt as indicated by return receipt, whichever is earlier. Personal service shall be deemed received the same day personal delivery is affected.

29. Governing Law

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to be performed therein. Any litigation commenced by either party to this Agreement shall be venued in Los Angeles County, California.

30. Severability

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

31. No Construction of Agreement Against any Party

Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, it shall not be construed against any Party on the basis such Party drafted this Agreement or any provision thereof.

32. Entire Agreement and Amendments to Agreement

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by CONSULTANT and City.

33. No Representations Except as Expressly Stated in this Agreement

Except as expressly stated in this Agreement, no Party, nor its employees, agents or attorneys have made any statement or representation to any other Party or its employees, agents or attorneys regarding any fact relied upon in entering into this Agreement, and each Party does not rely upon any statement, representation and/or promise of any other Party, its respective employees, agents or attorneys in executing this Agreement.

34. Counterpart Signatures

This Agreement may be executed in one or more counterparts. When this Agreement has been properly signed by an authorized representative of each of the Parties hereto, it shall constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONSULTANT NAME

By: _____
Ivan Altamirano, Mayor

By: _____
CONSULTANT, President

ATTEST:

Lena Shumway
City Clerk

Eduardo Olivo
City Attorney

EXHIBIT B

REQUIRED INSURANCE

On or before beginning any of the services called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to City. Such insurance shall not be in derogation of CONSULTANT's obligations to provide indemnity under Section 18 of this Agreement.

1. Comprehensive General Liability And Automobile Liability Insurance Coverage

CONSULTANT shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$2,000,000 aggregate.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Errors And Omissions Insurance Coverage

CONSULTANT shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$2,000,000 for each occurrence, \$2,000,000 aggregate, triggered by manifestation of injury.

3. Worker's Compensation

Before execution of the Agreement, CONSULTANT shall file with the City the following signed certification:

"I am aware of the provisions of Section 3700 Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Service Agreement".

CONSULTANT shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONSULTANT or any subconsultant.

4. Additional Insureds

The City of Commerce, their officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONSULTANT. Such insurance shall be primary, and noncontributory with any other insurance by the City of Commerce.

5. Cancellation Clause

Each of the policies of insurance shall contain a clause substantially as follows:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until 30 days after receipt by the City Administrator of the City of Commerce of the written notice of such cancellation or reduction of coverage, as evidenced by receipt of a certified letter.

6. Severability Clause

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer

All policies of insurance shall be issued by an insurance company acceptable to City and authorized to issue said policy in the State of California.

8. Approval of Insurer

The insurance carrier providing the insurance shall be chosen by CONSULTANT subject to approval by City, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums

All premiums on insurance policies shall be paid by CONSULTANT making payment, when due, directly to the insurance carrier, or in a manner agreed to by City.

10. Evidence of Insurance and Claims

City shall have the right to hold the policies and policy renewals, and CONSULTANT shall promptly furnish to City all renewal notices and all receipts of paid premiums. In the event of loss, CONSULTANT shall give prompt notice to the insurance carrier and City. City may make proof of loss if not made promptly by CONSULTANT.