

CITY OF **RIVERSIDE**

REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES

CONSULTANT SERVICES TO OBTAIN A
CONVENTION CENTER MANAGEMENT
OPERATOR
RFP 2551



Overview

Summary

The City of Riverside ("City") is seeking a qualified entity or individual ("Company") with demonstrated experience in convention center operations, public-private partnership procurement, and municipal facility management contracts. The Company will assist the City in evaluating operational models, preparing and administering a competitive solicitation process for a convention center operator, and negotiating the final management agreement.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

Issued By

The City of Riverside
Finance-Purchasing Division

Issued For

General Services Department
3900 Main Street
Riverside, California 92522

Key Dates

Event	Date & Time
Optional Pre-Proposal Meeting	06/24/2026, 02:00pm PT
Questions Due	07/06/2026, Before 12:00pm PT
Proposals Due	07/22/2026, Before 2:00pm PT

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Companies.

Official Contact

Tisha Jacobs, CPPB
tjacobs@riversideca.gov

All communication with the City related to this RFP must be directed to the contact listed above.

Proposer Checklist

Proposers are encouraged to use this table as a checklist to ensure all components are included in their Proposal.

PROPOSAL REQUIREMENTS	
<input type="checkbox"/> Narrative Proposal	Complete Exhibit "D" containing: <ul style="list-style-type: none"> • Qualifications and Experience <ul style="list-style-type: none"> ○ Company Information ○ Company Personnel ○ Subcontractor Confirmation ○ Narrative Questions • Approach and Methodology • Professional References • Disclosures
<input type="checkbox"/> Cost Proposal	<ul style="list-style-type: none"> • Enter the Proposal price(s) in PlanetBids • Exhibit "C" – Proposal Cost Breakdown
<input type="checkbox"/> Other Required Items for Eligibility	<ul style="list-style-type: none"> • 5 minimum years experience
ITEMS TO SUBMIT IN PLANETBIDS	
<input type="checkbox"/> Confirm contact information and vendor profile is up to date	
<input type="checkbox"/> Register as a "Prospective Bidder" for this opportunity	
<input type="checkbox"/> Upload completed Narrative Proposal as the Response File	
<input type="checkbox"/> Enter the Proposal price(s)	
<input type="checkbox"/> Upload Cost Breakdown as the Cost File	
<input type="checkbox"/> Addenda acknowledgement, if applicable	
AWARD ITEMS Upon award, Company will be required to submit the following or verify an existing version on file with the City is correct. We encourage you to note these requirements now to expedite processing.	
<input type="checkbox"/> City of Riverside Vendor ID	
<input type="checkbox"/> IRS W-9 Form	
<input type="checkbox"/> City of Riverside Business License	
<input type="checkbox"/> Required Certificates of Insurance	

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1. The Opportunity

1.1 Project Summary

The City seeks to retain a qualified consultant with demonstrated experience in convention center operations, public-private partnership procurement, and municipal facility management contracts. The consultant will assist the City in evaluating operational models, preparing and assisting in a competitive procurement process for a convention center operator, and supporting negotiation of the final management agreement.

The consultant will serve as the City's technical advisor throughout the procurement process and will participate in the negotiation process.

1.2 Background

Needs Statement: The current Convention Center Qualified Management Agreement (QMA) was originally executed in September 2013 and will expire on June 30, 2028. On or before December 2026, the City is obligated by the Agreement to issue a Request for Proposal to procure a management firm to manage the convention center after the end of the QMA. The current contract has been added as Exhibit "B" for reference.

1.3 Goals

The goal of this RFP is to retain a consultant to advise and support the City throughout the procurement and negotiation process for a new convention center operator. The RFP for the management firm must be posted for bidding in December 2026.

1.4 Scope of Services

Description of Services: The City seeks to retain a qualified consultant with demonstrated experience in convention center operations, public-private partnership procurement, and municipal facility management contracts. The consultant will assist the City in evaluating operational models, preparing and assisting in a competitive procurement process for a convention center operator, and supporting negotiation of the final management agreement. The selected Company shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein

Deliverables: The Company selected under this RFP will be expected to supply the City with the main functional capabilities required in Exhibit A, Scope of

Services, attached hereto and incorporated herein.

Exhibits
Exhibit "A" – Scope of Services
Exhibit "B" – Current Contract and Amendments
Exhibit "C" – Proposal Cost Breakdown

1.5 Contract Management

As part of the City's commitment to improved outcomes, the City seeks to actively and regularly collaborate with the selected Company to enhance contract management, improve results, and adjust service delivery based on learning what works.

Vendor Performance Evaluation: If the Scope of Services for this RFP falls under the projects included in the Vendor Performance Plan Procedures in the [Administrative Manual, section 07.021.00](#), the City will document the vendor's performance by completing a Vendor Performance Evaluation Form at the end of the Agreement term. Performance evaluations may be used in the evaluation of the Company for future business opportunities with the City. The City Council may disbar vendors with 1 or more overall performances under 50% from bidding for a minimum of 1 year based on unsatisfactory performance evaluations when concerns over poor performance or non-compliance have been communicated to the vendor during the Agreement term, but not adequate or sufficient corrective measures have been implemented. The City Council may also debar a Contractor if the City finds, in its discretion, that the Contractor has or is engaged in egregious and unprofessional acts against the City.

1.6 Term

The initial term of the Agreement shall be upon City execution of the Agreement through December 31, 2028 with an option to extend for one (1) additional one-year term not to exceed five (5) years total based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial Agreement term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

1.7 Payment

Company shall submit a monthly invoice to the City.

2. Evaluation & Selection

2.1 Minimum Qualifications

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least five (5) years of experience, within the past five (5) years under the same legally registered business name, in providing services of a similar type and scope as described in the Scope of Services.
- Have not filed for bankruptcy under any business name over the past five (5) years.
- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Scope of Services on the date the Proposal is submitted.
- If Professional Services: Have passing quality of work previously performed by the Company for the City, per the Administrative Manual, section 02.004.00. Proposers may be deemed non-responsive if they have received a performance rating below 50% on a previous Vendor Performance Evaluation conducted per the Administrative Manual, section 07.021.00.

2.2 Evaluation Criteria

Proposals meeting the minimum qualifications shall be consistently evaluated based upon the following criteria:

Criteria	Weight
1. Qualifications and Experience	30%
2. Approach and Methodology	35%
3. Professional References	10%
4. Pricing	25%

2.3 Interviews

The City may interview or request demonstrations from none, one, some, or all Proposers. If needed, interviews will be scheduled on the date listed in the Schedule of Events table in Section 3.1 of this RFP.

Interview Details: Interviews will consist of a 30-minute presentation by the Proposer, followed by questions from the review panel, not to exceed one (1) hour. Final selection will be based on an average of Original scores and Interview scores. Interviews will be evaluated based on the following criteria and weights:

- Methodology (15%)
- Staff Availability (15%)
- Experience successfully delivering similar services (25%)
- Key Personnel and Roles (10%)
- Understanding of Project Requirements (10%)
- Collaboration (15%)
- Customer Service (10%)

2.4 Selection

The City anticipates selecting one (1) Company to perform the Scope of Services. The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

Following the evaluation, the selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until the City and a Company reach agreement.

3. Proposal Instructions & Content

3.1 Schedule of Events

It is the goal of the City to select and retain a Company by October 1, 2026, or sooner. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date & Time	Additional Information
Request for Proposals Released	06/17/2026	
Optional Pre-Proposal Meeting	06/24/2026, 02:00pm PT	See the paragraph directly below this table for additional information.
Final Questions Due	07/06/2026, Before 12:00pm PT	Submit all inquiries via "Q&A" through PlanetBids. More information is provided in Section 3.4 of this RFP.
Responses to Questions Released	07/14/2026	Responses to the questions will be posted on the RFP's page in PlanetBids.
Proposals Due	07/22/2026,	Proposals should be submitted

	Before 2:00pm PT	electronically via PlanetBids. More information is provided in Section 3.5 of this RFP.
Interviews, If Needed	Week of 08/24/2026	More information is provided in Section 2.3 of this RFP.
Notification of Tentative Selection	September 2026	Intent to Award decision will be posted on PlanetBids.
Tentative City Council Meeting to Consider Awarding Agreement	TBD	
Proposer Debrief	After Agreement Execution	Any Proposers are able to request a debrief with the City to provide constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

Additional Pre-Proposal Meeting Information: All prospective Companies are encouraged to attend the virtual pre-proposal meeting on Wednesday 06/24/2026, 09:00 am Pacific Time (PT). The meeting will begin promptly at the time listed above. No admittance will be allowed once the meeting has begun. Prospective Companies shall be responsible for downloading and having available a working version of MS Teams. Please Click on the following link to attend, use the Teams Meeting ID/Passcode, or join by phone:

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/223268400252239?p=oPqMo0w7C4myE1XEDF>

Meeting ID: 223 268 400 252 239

Passcode: dF7c8ki2

Dial in by phone: +1 323-591-8428

Phone conference ID: 884 265 060#

3.2 Narrative Proposal

The Company shall submit a Narrative Proposal to demonstrate their qualifications and approach for fulfilling the goals and requirements of the RFP. The Narrative Proposal to be completed and submitted is attached as Exhibit "D".

An editable version of the Narrative Proposal has been posted with the RFP materials on PlanetBids. The Company should download the Narrative Proposal document from PlanetBids and upload a completed version to the Response File on PlanetBids.

The Narrative Proposal contains the following sections:

- Qualifications and Experience
- Approach and Methodology
- Professional References
- Disclosures

3.3 Cost Proposal

The Company's dollar bid amount for providing the services outlined in the Scope of Services shall be entered into PlanetBids following the format and breakdown requested in PlanetBids. The requested format is as follows:

- Total cost to provide services

Cost Exhibit: Complete and submit the price sheet included in the attached Exhibit "C".

3.4 Questions & Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded an Agreement, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications or changes to the Scope of Services must be submitted via "Q&A" through the City's Electronic Bidding System, PlanetBids Vendor Portal. If the question deadline has passed, notification about an error in this RFP shall be submitted to the Official Contact indicated on the Overview page of this RFP.

The Final day for receipt of questions from the Proposer shall be on or before the date and time listed in the Schedule of Events table. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted **only** in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided on PlanetBids. Any addenda to the RFP will be posted on the City's website as necessary.

3.5 Submission of Proposals

Proposals are due by the date and time listed in the Schedule of Events table.

All prospective Companies submitting a Proposal must appear on the City's electronic Current Prospective Bidders List as a "Prospective Bidder." Companies shall register on the City's Electronic Bidding System, [PlanetBids Vendor Portal](#). Once registered, Companies must **download the RFP by clicking "Place eBid" while logged in** under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." If a Company is unable to register or download the RFP from the bidding website, a representative may contact Planet Bids at (818) 992-1771.

All Proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all Proposals and to waive information and minor irregularities in any Proposal received.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

3.6 Addenda

Any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the Proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

Any Proposer who submits their Proposal before an addendum is released must review and acknowledge the addendum and re-submit their Proposal. Any Proposal submitted before the final addendum will be deemed invalidated. Only Proposals received after all addenda have been released will be considered.

4. Terms & Conditions

4.1 Contract Agreement with City

The successful company will be required to execute a Professional Consultant Services Agreement ("Agreement"). A sample is attached as Exhibit "E". The

Agreement Documents shall be deemed to include the Agreement and all exhibits to the Agreement.

The successful company must meet all insurance requirements in the Agreement.

The successful company must possess valid City of Riverside Business License throughout the term on the Agreement.

If the Company has any questions about or proposed exceptions to the terms of the Agreement, excluding the insurance or indemnification requirements, the City strongly recommends submitting these as questions during the Q&A period. Proposed exceptions to the terms of the Agreement can also be submitted by completing the Agreement Exceptions Summary Form attached as Exhibit "F" and submitting it with the Company's Proposal. All exceptions must be submitted in the Q&A or Proposal to be considered by the City. The City does not guarantee any proposed exceptions will be accepted. No exceptions to the insurance or indemnification terms of the Agreement will be accepted.

If no such exceptions are submitted, the Company, if selected, will be deemed to have accepted the Agreement as written.

4.2 Execution of Agreement

The following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company. The Company shall be prepared to execute the Agreement by digital signature.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the agreement.
- Confirmation of current business tax certificate.
- Bonds, if required as part of this RFP or in the Agreement.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Agreement Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

4.3 Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business

tax certificate within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next most qualified Company.

4.4 Subsequent Agreements

Company's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the City's preparation of a Request for Proposals, Request for Qualifications, or any other solicitation regarding a subsequent or additional agreement with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Company's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Company shall cooperate with the City to ensure that all bidders or proposers for a subsequent agreement on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

4.5 RFP Documents Precedence

In the event a conflict exists between documents in this RFP, the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Proposals
- Company's Response to the Request For Proposals

4.6 Clarification

The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its Proposal that the City finds ambiguous. Additionally, the City reserves the right to request additional information about any and all Proposals that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Scope of Services.

4.7 Changes or Cancellation

The City reserves the right to amend or withdraw this RFP. The City reserves the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposals.

4.8 Completion of Proposal

The Company, in responding to this RFP, must submit a Proposal in the format identified in this RFP and complete in all respects as required by this RFP. Proposals must address all requirements of the RFP even if a “no response” is appropriate.

All items and questions included in the Narrative Proposal Exhibit must be answered. Failing to provide a complete answer to any item may deem the Proposal non-responsive. Submitting anything additional to what is requested in this RFP is not required and may not be evaluated. Anything additional or supplementary should be submitted as an appendix to the Proposer's Narrative Proposal.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content. Statements made by a Company shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

4.9 Withdrawal of Proposal

All Proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of Proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

4.10 Rejection of Proposals

The City reserves the right to reject all responses to this RFP at any time prior to Agreement execution. The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Agreement Documents if awarded the Agreement.

All Proposals shall be reviewed to verify that the Company has met the minimum

requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum requirements or content and quality standards, and/or do not provide references will be rejected as non-responsive.

A Proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the Proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal not disclosed in the Agreement Exceptions Summary Form will render the Proposal non-responsive and will be rejected.

The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

4.11 Alternative Proposals

Only one Proposal is to be submitted by each Company for this RFP. Multiple simultaneous Proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the Proposal due date and time, withdraw a Proposal and submit a new Proposal, so long as the new Proposal is submitted before the Proposal due date and time.

4.12 Examination of RFP and Sites of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Agreement Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Agreement it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the

Agreement. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

4.13 Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before award of the work.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

4.14 Protest Procedures

A Proposer not selected by the City for the award of the Agreement desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at: <https://riversideca.gov/finance/purchase.asp>. The policy is titled "Procurement Protest Procedures" and is listed under the Bidding for City Business section.

4.15 Communicating about this Opportunity

Any communications, whether written or verbal, with any City Councilmember, the Honorable Mayor, or City staff prior to award of an agreement is strictly prohibited, unless it is the Official Contact indicated on the Overview page of this RFP or in response to an inquiry from the City. Any Proposer who violates this provision shall be immediately disqualified from consideration as a vendor under the terms of this RFP.

EXHIBIT A – Scope of Services

The City seeks to retain a qualified consultant with demonstrated experience in convention center operations, public-private partnership procurement, and municipal facility management contracts. The consultant will assist the City in evaluating operational models, preparing and assisting in a competitive procurement process for a convention center operator, and supporting negotiation of the final management agreement.

The consultant will serve as the City's technical advisor throughout the procurement and negotiation process.

There are eight (8) primary tasks to be performed:

1. **Existing Conditions Review** – conduct an initial review of the convention center facility, governance structure, and current operations, including analysis of implications, risks, and opportunities relevant to operator procurement. Services may include:
 - a. Review existing convention center operating agreements, policies, and financial performance.
 - b. Review facility condition assessments and capital improvement plans.
 - c. Evaluate current organizational structure and staffing model.
 - d. Identify operational challenges and opportunities.
 - e. Conduct interviews with City staff and key stakeholders.
2. **Market Assessment and Operator Benchmarking** – analyze the convention center market and identify potential operators qualified to manage the facility. Services may include:
 - a. Benchmark comparable convention centers and management structures.
 - b. Identify publicly available qualified private operators and management firms.
 - c. Evaluate prevailing management fee structures and contract terms.
 - d. Analyze best practices in convention center governance and management.
3. **Procurement Strategy** – assist the City in developing a procurement strategy for selection of a convention center operator. Services may include:
 - a. Assist in providing general considerations for evaluation criteria and scoring methodology.
 - b. Provide insights on standard proposal requirements.
 - c. Provide scheduling considerations.

4. **Preparation of Request for Proposals (RFP)** for Convention Center Operator – prepare procurement documents for selection of a qualified operator. Services may include:
 - a. Draft RFP that adheres to the City's procurement policy and format.
 - b. Develop detailed scope of services for facility operations.
 - c. Assist in defining performance standards and reporting requirements based on City's format.
 - d. Assist in providing financial proposal formats, such as Cost Proposal outline or Cost Breakdown details as part of City's format.
 - e. Assist in creating evaluation criteria.
 - f. Assist in drafting a management operator agreement outline.
5. **Procurement Administration** – work concurrent with City Purchasing and Project Manager in administering the solicitation process. Services may include:
 - a. Provide a list of prospective operators, as long as no conflicts exist. No direct involvement in issuance or bidder contact.
 - b. Assist the City purchasing team in facilitating pre-proposal meetings and site tours.
 - c. Assist City departments with responding to proposer questions.
 - d. Assist with updates to SOW addenda if needed
6. **Proposal Evaluation** – assist the City in evaluating proposals and identifying the most qualified operator. Services may include:
 - a. Attend evaluation committee meetings.
 - b. Assist with evaluating proposals with the evaluation committee based on RFP criteria.
 - c. If needed, attend interviews of proposers and evaluate.
7. **Negotiations** – support the City Department and City Purchasing in negotiating the convention center agreement. Services may include:
 - a. Develop negotiation strategy and objectives.
 - b. Analyze proposed financial terms and risk allocation.
 - c. Assist in negotiating management fees and incentive structures.
 - d. Clarify and finalize performance metrics and reporting requirements.
 - e. Assist City staff and legal counsel during negotiations.
8. **Final Agreement and Implementation Support** – assist the City in finalizing the management agreement and transitioning operations. Services may include:
 - a. Assist with drafting final agreement terms.
 - b. Review final contract language with City staff and counsel.
 - c. Develop transition plan for the new operator.
 - d. Identify key performance indicators and monitoring processes.

Deliverables: Deliverables are associated with the eight (8) tasks above:

1. Existing Conditions Memo - Memorandum summarizing existing operational structure, areas of opportunity of improvement, and key considerations for operator procurement.
2. Marketing & Benchmark Report – Comparable facilities and operator analysis.
3. Procurement Strategy Memorandum – recommended solicitation approach
4. Procurement Package - Draft RFQ/RFP documents, evaluation criteria and scoring matrix, and draft management agreement framework. Following the City's procurement policy and format.
5. Procurement Administration - Support throughout solicitation process.
6. Evaluation Report – Evaluation of proposals, submitted to City's Purchasing department only.
7. Negotiation Support – Assist in negotiating operator agreement and reaching final agreement terms.
8. Final Agreement Summary – Documentation of final terms, implementation recommendations, transition plan.

EXHIBIT B - Current Contract Documents

Please refer to separate downloadable documents on PlanetBids.

EXHIBIT C – Proposal Cost Breakdown

Please provide a cost breakdown associated with the services.

Hourly Rates by Personnel Category

Fully burdened hourly rates for each personnel category expected to perform services under the contract (e.g., Project Manager, Senior Advisor, Analyst, Support Staff).

Personnel Category	Fully Burdened Hourly Rate

Estimated Hours

Estimated hours by task and by labor category, with subtotals and a cumulative project total.

Task	Personnel Category	Estimated Hours

Reimbursable Expenses

A list of any anticipated reimbursable expenses, if applicable, including itemization and justification. All reimbursable expenses must comply with City policies and may be billed at cost only. If no reimbursables are proposed, the Proposer shall clearly state that no reimbursable costs are included.

Expense Item	Justification	Cost (at cost only)

Assumptions and Conditions

Any assumptions, exclusions, or conditions that affect pricing shall be clearly stated. The City reserves the right to request clarification or adjustment to ensure consistency and comparability across proposals.

Total Not to Exceed (NTE) Amount	
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A proposed total not-to-exceed (NTE) amount for all services, inclusive of labor, overhead, profit, and allowable expenses.

EXHIBIT D - Narrative Proposal

Proposer General Information

COMPANY INFORMATION		
Organization	Company Name	
	Main Office Address	
	Main Office Phone Number	
	Office Anticipated to Perform the Work: Address and Phone Number (if different from above)	
Point of Contact for Proposal	Name	
	Title	
	Email Address	
	Phone Number	
City of Riverside Vendor ID	Are you currently registered as a vendor with the City with a Vendor ID?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure
	If yes, enter Vendor ID:	
What type of enterprise is the organization?		<input type="checkbox"/> Corporation
		<input type="checkbox"/> Sole Proprietorship
		<input type="checkbox"/> Partnership
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Limited Liability Company
		<input type="checkbox"/> Other
Answer if Corporation	Date of Incorporation	
	State of Incorporation	
	Corporate ID Number	
	President's Name	
Answer if Partnership	Date of Organization	
	Type of Partnership (if applicable)	
	Name(s) of General Partner(s)	
	Date of Organization	

Answer if <u>Individually</u> <u>Owned</u>	Name of Owner	
If your organization type is other than those listed, describe it and name principals.		
Please identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Scope of Services, in which the Company has been involved in the past five years. If the Scope of Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against the Company or any of Company's key personnel within the past five years.		
If the Company has any supplemental organization information believed to be pertinent to the selection process, provide the information here.		

COMPANY PERSONNEL

Complete the tables below for each key personnel included in this Proposal. If you have less personnel than tables, delete or leave blank. If you have more personnel than tables below, copy and add additional tables. Resumes are not needed, but can be submitted as an appendix to the Narrative Proposal if desired.

Key Personnel #1		
Contact Information	Name	
	Title	
	Email Address	
	Phone Number	
How will this individual be involved in this project?		
Provide any licenses or certifications held by this individual.		
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.		

Key Personnel #2		
Contact Information	Name	
	Title	
	Email Address	
	Phone Number	
How will this individual be involved in this project?		
Provide any licenses or certifications held by this individual.		
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.		

Key Personnel #3		
Contact Information	Name	
	Title	
	Email Address	
	Phone Number	
How will this individual be involved in this project?		

Provide any licenses or certifications held by this individual.	
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.	

Key Personnel #4		
Contact Information	Name	
	Title	
	Email Address	
	Phone Number	
How will this individual be involved in this project?		
Provide any licenses or certifications held by this individual.		
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.		

Key Personnel #5		
Contact Information	Name	
	Title	
	Email Address	
	Phone Number	
How will this individual be involved in this project?		
Provide any licenses or certifications held by this individual.		
Provide a short description of this individual's qualifications and experience as relevant to the Scope of Services described in this RFP.		

SUBCONTRACTOR CONFIRMATION	
Does the Proposal include subcontractors?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

If yes, enter all subcontractor information for subcontractors exceeding the percentage threshold into PlanetBids. Selecting no and not entering subcontractor information into PlanetBids will be interpreted as the work being self-performed by the Proposer.

Disclosures

Proposer shall submit a completed Disclosure Questionnaire. Please disclose any and all past or current business and personal relationships with any current Riverside elected official, appointed official, City employee, or family member of any current Riverside elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.** Disclose any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

DISCLOSURE QUESTIONNAIRE		
1	Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?	<input type="checkbox"/> Yes
		<input type="checkbox"/> No
	If the answer is yes, explain the circumstances:	
2	Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Company?	<input type="checkbox"/> Yes
		<input type="checkbox"/> No
	If the answer is yes, explain the circumstances:	
3	Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, filed for bankruptcy under any business name over the past five (5) years?	<input type="checkbox"/> Yes
		<input type="checkbox"/> No
	If the answer is yes, explain the circumstances:	
4	Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, have any past or current business and personal	<input type="checkbox"/> Yes

	relationships with any current City of Riverside elected official, appointed official, City employee or family member of any current City of Riverside elected official, appointed official or City employee?	<input type="checkbox"/> No
	If the answer is yes, explain the circumstances:	
5	Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, had a contract terminated for default of cause?	<input type="checkbox"/> Yes
		<input type="checkbox"/> No
	If the answer is yes, explain the circumstances:	
6	Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization of governmental entity?	<input type="checkbox"/> Yes
		<input type="checkbox"/> No
	If the answer is yes, explain the circumstances:	
7	Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, been convicted of a felony or is currently under indictment on any felony charge?	<input type="checkbox"/> Yes
		<input type="checkbox"/> No
	If the answer is yes, explain the circumstances:	

Qualifications and Experience (30%)

Proposer shall demonstrate their qualifications and experience for executing the Scope of Services in this RFP by answering the following questions. Written responses to the questions should be entered into the table below. Any appendices provided should be relevant to the questions and referenced in the main narrative below ("see attached" referencing another document/proposal is not considered a complete response).

1. Describe why the Company is qualified to provide the Scope of Services described in this RFP. Provide a general overview of the Company and what sets it apart from competitors.
2. Describe the experience of the Company and its key personnel relevant to the Scope of Services described in this RFP. Note any projects of similar size and/or scope and outcomes. Include specific experience with the following: <ul style="list-style-type: none"> • Advising public agencies on convention center or large public venue operations. • Developing RFPs for facility management or public-private partnerships. • Negotiating venue management agreements. • Municipal procurement and contracting. • Analyzing facility operating budgets and revenue models.
3. Demonstrate how the experience of the Company fulfills the minimum years of experience requirement listed as a Minimum Qualification of this RFP.
4. Describe any current or past business relationships, contractual engagements, or advisory roles with convention center operators or venue management firms that present, or appear to present, a conflict of interest in the procurement process for a convention center operator. Include a brief description of the relationship, the entities involved, the time period, any compensation or financial interests, the involvement of proposed project personnel, and any potential conflicts along with proposed mitigation measures.
5. Describe the Company's experience supporting public agencies in negotiating convention center, venue management, or other complex public-private operating agreements. Include examples of key business terms negotiated, challenges encountered, and outcomes achieved.

6. Describe the Company's experience assisting public agencies with operational transition planning and implementation for convention centers or similar public venues. Include examples of transition risks identified and how those risks were mitigated.

Approach and Methodology (35%)

Proposer shall demonstrate their proposed approach and methodology for executing the Scope of Services in this RFP by answering the following questions. Written responses to the questions should be entered into the table below. Any appendices provided should be relevant to the questions and referenced in the main narrative below ("see attached" referencing another document/proposal is not considered a complete response, unless requested).

1. Describe the Company's general approach to providing the services and accomplishing all goals of the RFP. Demonstrate your understanding of the Scope of Services.
2. Describe the Company's organization and staffing to provide the requested services and meet all requirements of the RFP. Demonstrate the Company's capacity to successfully undertake this Scope of Services.
3. Provide a workplan and timeline with key milestones for accomplishing the deliverables and other requirements in the Scope of Services, with particular focus on the timeline to develop an RFP for bidding.
4. Describe the Company's approach to conducting preliminary investigations, due diligence, or research to prepare to provide the Scope of Services.
5. Describe how your approach and methodology may set you apart from other companies that may respond to this RFP. This may include your experience, past successes, etc.
6. How will the Company ensure objective, unbiased support to the City throughout the solicitation, evaluation, and negotiation process for a new convention center operator?
7. Describe the Company's proposed approach for stakeholder coordination and communication throughout the procurement and negotiation process, including coordination with City staff, elected officials, legal counsel, convention and tourism stakeholders, and existing operators.

8. Describe the Company's methodology for evaluating and comparing financial proposals, operating models, management fee structures, revenue-sharing approaches, and long-term financial impacts to the City.
9. Describe the Company's approach to maintaining schedule adherence for this project, including identifying critical path activities, managing procurement timelines, and addressing delays or unforeseen issues that could impact the City's required solicitation schedule.
10. Provide one representative sample (redacted if necessary) of a comparable RFQ/RFP, evaluation matrix, operator agreement framework, benchmarking analysis, or negotiation memorandum prepared for a similar project. Attach as an appendix and list the name of the appendix in the box below.

Professional References (10%)

Proposer shall provide at least three (3) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP.

REFERENCES		
Reference 1	Organization Name	
	Address	
	Contact Name	
	Email Address	
	Phone Number	
	Explanation of Services Provided	
	Project Start and End Dates	
Reference 2	Organization Name	
	Address	
	Contact Name	
	Email Address	
	Phone Number	
	Explanation of Services Provided	
	Project Start and End Dates	
Reference 3	Organization Name	
	Address	
	Contact Name	
	Email Address	
	Phone Number	
	Explanation of Services Provided	
	Project Start and End Dates	

EXHIBIT E - Sample Professional Consultant Services Agreement

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[Enter CONSULTANT'S Name**]**

[Enter in Description of Services**]**

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **[**Enter in CONSULTANT'S NAME**]**, a **[**Enter in entity designation, for example: a California corporation, a limited partnership, a limited liability company, etc.**]** ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with **[**Enter in Name of Project**]** ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until **[**Enter in: termination date, for example: May, 3, 2012**]**, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed **[**Enter in written dollar amount, for example: Two Thousand Five Hundred Dollars**]** **[**Enter in numeric dollar amount: for example: (\$2,500)**]**, payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the Services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

[Enter in Department**]**
City of Riverside
Attn: **[**City Representative**]**
[Address**]**
Riverside, CA **[**ZIP**]**

To Consultant

[Name of Consultant or Company**]**
Attn: **[**Name of Representative**]**
[Address**]**
[City, STATE, ZIP**]**

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq.

of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C," attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors, and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant or to Consultant's employees, subcontractors, and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents, and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or anyone employed by or working under the Consultant, or for Services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or Services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns, and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless the City and the City’s employees, officers, managers, agents, and council members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory, or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of Consultant, or anyone employed by or working under the Consultant, or for Services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or Services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant; or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns, and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect, and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory, or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations, or duties of the Consultant, or anyone employed by or working under the Consultant, or for Services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or Services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms, and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees, and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either: 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage; or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees, and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates, along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees, and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees, and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, and agents for Services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the Services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage, or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings, and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title, and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation, and enforcement of its copyright in such work, such assistance to be provided at

City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C," have any real property, business interests, or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage, or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by Consultant or in any way affect the performance of Services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances, and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the Services provided herein shall conform to all ordinances, policies, and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's Services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's Services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress, and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee, or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military, and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right, and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers is to sections in the Agreement unless, expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

[CONSULTANT'S NAME**],**
[entity designation**]**

By: _____
City Manager

By: _____
Print Name: _____
Title: _____

Attest: _____
City Clerk

and

By: _____
Print Name: _____
Title: _____

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____
Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”
COMPENSATION

EXHIBIT “C”

KEY PERSONNEL

EXHIBIT F - Agreement Exceptions Summary Form

List and clearly explain any proposed exceptions, including any requested modifications, to the Sample Agreement in the table below. The City does not guarantee any proposed exceptions will be accepted. No exceptions to the insurance or indemnification terms of the Agreement will be accepted.

The City Agreement Reference	Brief Explanation of Exception/Modification	The City Acceptance
<i>(Reference specific outline point to which exception is taken)</i>	<i>(Short description of exception/ modification being made)</i>	<i>(City to sign here only if accepted)</i>
1.		
2.		
3.		
4.		
5.		