



ITEM 20

Town of Atherton

CITY COUNCIL STAFF REPORT – REGULAR AGENDA

TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER

FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR

DATE: OCTOBER 16, 2013

SUBJECT: APPROVAL OF PARK EVENTS MANAGEMENT SERVICES RFB

RECOMMENDATION:

1. Approve the Request for Bids (RFB) to solicit an Events Management Services contractor at Holbrook-Palmer Park; and
2. Authorize staff to advertise and distribute the Events Services RFB

BACKGROUND

At the August 7, 2013 City Council meeting, staff was directed to prepare a proposal for events management services at the Park. Council established a number of parameters in order to maintain the Park's availability for residents' enjoyment, to mitigate adverse impacts on Park users and neighbors, and minimize straining limited staff resources. City Council actions were taken in order to allow the resumption of weddings at the park, which had been prohibited in response to concerns about Park usage. With the resumption of weddings, and through the use of a contractor to manage all events services at the Park, staff presented income projections which suggest that Park events rentals can positively contribute toward Park operations and maintenance. In addition, Council established clear policies regarding fees, waiver of fees for specified Atherton groups and requirements for parking services. The City Attorney determined that a Request for Bids is the appropriate vehicle, in accordance with the Town's Purchasing Policies, to solicit contractors.

FINDINGS

City Council requirements contained in the August 7 Staff Report, as well as those defined by the Town's purchasing policy, have been incorporated in the attached RFB. The RFB references fees established by City Council, including an administrative fee, which is discounted by 50% for Atherton residents, and a list of activities and organizations which qualify for no or reduced

fees, regulations on the attendance at events and requirements for valet parking for larger events. The RFB itself incorporates the requirements as defined in the prior staff report which are designed to yield a comprehensive, detailed bid proposal which will yield the best qualified vendor. In this process, the Town may include factors such as the contractor's ability to perform, their experience, and their capacity as well as their cost and value. The weighting proposed is as follows:

- Revenue to Town – 45%
- Key Personnel – 15%
- Work Proposal – 20%
- Contractor Background – 10%
- Experience/References – 10%

Staff will advertise the availability of the RFB by contacting event planners and caterers located nearby and through the Town Website. An evaluation committee will be assembled to include a representative of the Parks & Recreation Commission and staff to screen bids and potentially interview prospective contractors.

A schedule for the contractor's selection is as follows:

- | | |
|---|---------|
| • Council authorize Events Management Services RFB | Oct. 16 |
| • Staff distributes RFB | Oct. 17 |
| • Pre-proposal meeting (mandatory attendance) | Oct. 29 |
| • Proposals due | Nov 20 |
| • Interviews of highly rated contractors beginning week of | Dec. 2 |
| • Council selection of Park Events Management Services contractor | Dec. 18 |

FISCAL IMPACT

None. The annual net revenue will be presented after bids are evaluated.

Prepared By:

Approved:

Mike Kashiwagi
Director of Community Services

George Rodericks
City Manager



REQUEST FOR BIDS

for

**Event Management Services
at
Holbrook-Palmer Park Facilities**

Town of Atherton

**Office of the Town Clerk
91 Ashfield Road
Atherton, CA 94027**

Proposals Due by 3:00PM on Wednesday, November 20, 2013

ADVERTISEMENT FOR BIDS

TOWN OF ATHERTON
STATE OF CALIFORNIA

EVENTS MANAGEMENT SERVICES

Notice is hereby given that SEALED BIDS will be received at the office of the City Clerk, 91 Ashfield Road, Atherton, California 94027, until 3:00 p.m. on 11/20/2013 for performing the following work:

Manage, market, lease, schedule, operate, set up, clean up and administer event facilities in Holbrook-Palmer Park.

Bids must be for the entire work, and shall be submitted in sealed envelopes clearly marked: "Bid of (Contractor) for EVENTS MANAGEMENT SERVICES", along with date and time of bid opening.

Specifications may be obtained at the Town of Atherton's website at www.ci.atherton.ca.us under Bid Solicitation at no cost. Contractor shall be responsible for any addendums that may be posted on the Town's website. **No Planholders list shall be available.**

The Town of Atherton, The City, reserves the right to reject any [or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City, and waive any informalities or irregularities in the bids. The contract will be awarded, if at all, to the responsible bidder that submits the best-value bid as determined by the Town.](#)

Each bidder shall submit with this bid a statement setting forth his/her/its experience and qualifications. By submitting a bid in response to this advertisement for bids, the bidder shall be conclusively deemed to have read, understood and agreed with all of the information and materials contained in the bid documents, including but not limited to the contract and specifications, the required nature and amount of insurance and the documentation evidencing said insurance.

Requests for Information (RFIs) may be emailed to styler@ci.atherton.ca.us. Responses shall be posted on the Town's website by the close of business at least one week prior to bid opening.

By: _____
Gordon Siebert, P.E., City Engineer

Date: _____

Complete and return this page to Town of Atherton in your Bid Package

PROPOSAL TO THE TOWN OF ATHERTON

2013 EVENTS MANAGEMENT SERVICES

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as * _____ to the Town of Atherton.

*(Insert "a corporation, a partnership or an individual.)

In compliance with your Advertisement for Bids, the undersigned as BIDDER hereby proposes to perform all WORK for the performance of event management services in strict accordance with the Contract Documents therefore. BIDDER, declares and certifies that he has carefully examined the location of the proposed work, the proposed form of the Contract and the Specifications and other Contract Documents referred to therein; that he proposes, and agrees if this Proposal is accepted, that he will contract with the Town of Atherton, in the form of the Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus and other means of service and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Contract Manager as therein set forth, and that he will accept in full payment the greater of the percentage of Events revenue or monthly retainer set forth in the annexed BID SCHEDULE.

BIDDER hereby agrees to commence WORK under this contract within ten (10) working days of the date shown on the NOTICE TO PROCEED.

Complete and return this page to Town of Atherton in your Bid Package

BIDDER acknowledges receipt of the following ADDENDUM/ADDENDA (if any):

BID SCHEDULE

EVENTS MANAGEMENT SERVICES

<u>Item No.</u>	<u>General Description</u>	<u>Estimated Revenue</u>	<u>Proposed Contractor Compensation (as % of rental fees)</u>
1	Events services	\$1 to \$100,000/year	_____ %
2	Events services	more than \$100,000/year	_____ %

_____ Business name of BIDDER (print) _____ Date

_____ Authorized signature of BIDDER _____ Business address (print)

_____ Name of signer (print) _____ Telephone number

_____ Title of signer (print) _____ Email

Note: Corporations must, upon request, furnish certification attesting to corporate existence and authority of officers to sign contracts and other documents

NON-COLLUSION AFFIDAVIT

EVENTS MANAGEMENT SERVICES

This Affidavit to be fully executed by Bidder and submitted with the bid

STATE OF CALIFORNIA)
)ss.
 COUNTY OF _____)

* _____, being first
 *[name]
 duly sworn, deposes and says that he or she is * _____
*[President, Secretary, Manager, Owner or Representative]
 of * _____, the party making the
 *[Name of Company or Corporation or Owner]

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

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing representations and all other representations made in the undersigned's proposal attached hereto are true and correct.

 Signature of: President, Secretary,
 Manager, Owner or Representative

End of Bid Package Forms

EXECUTIVE SUMMARY

The Town of Atherton invites bids from companies or individuals that have demonstrated expertise in the management, marketing, leasing, scheduling, operation and administration of event facilities.

The selected firm will be required to have qualified individuals that have demonstrated experience in managing events such as weddings, wedding receptions, birthday and/or anniversary celebrations, municipal, corporate, social and philanthropic meetings and social events. The total amount of work available will be determined by reservations and use of the facilities, subject to the fees and limitations established by the Town.

I. BACKGROUND INFORMATION AND PROJECT REQUIREMENTS

A. BACKGROUND

Holbrook-Palmer Park, the Town's only recreation site, is a lovely municipally-owned 22 acre garden setting with indoor and outdoor facilities, including a ball field, tennis courts, playground, and gardens and walking paths. Significant structures available for rental include the Main House, Jennings Pavilion, Watkins House and Carriage House, as shown on Exhibits 1 and 2. The park is located between Middlefield Road and El Camino Real at 150 Watkins Avenue. It is accessed from Highway 101 via the Marsh Road-Atherton Exit.

The Main House is a classically designed home which consists of a 700 square foot meeting room with a fireplace, two smaller rooms for breakout sessions or small conferences, and a fully equipped kitchen. The Main House can accommodate 70 in the living room for a ceremony and approximately 50 when set up with round tables for dinner. Approximately 25 people can be accommodated at classroom style tables and chairs. A large porch, wide brick steps and an oak-covered patio area are suitable for refreshments or outdoor luncheons.

In 1977 the Jennings Pavilion was constructed at the Park to accommodate larger groups for weddings, receptions, dinners, meetings and lectures. Large windows on all sides create relaxing vistas of the stately trees and rolling green lawns. The room comfortably seats up to 150-theatre style and 80-100-classroom style. Dinner for 120-130 is served at round tables. A large kitchen with a commercial sized refrigerator, two home-size ovens, and commercial gas range enables caterers to serve quickly and efficiently. The large adjoining patio is often used for barbecues and cocktail receptions and a walkway connects the building to the Main House and its patio area. Exhibit 2 shows the event facilities to be managed pursuant to this RFP.

The Carriage House provide a point of interest for Park visitors. The Carriage House was built to replace the original barn that was destroyed by fire in 1896. The sturdy wood floors, windowpanes, moldings, and iron grills in the horse stalls have remained the same for over 100 years. The Carriage House is available for classes, dances, meetings, bridge and workshops. It seats 80 for lunch or dinner and 90 for meetings. The Meadow and Patio areas can be reserved with the building for outdoor events.

The Watkins House has been occupied at various times by the Park Superintendent, Chief of Police and City Manager. While it has not been offered for events previously, it may now be offered.

HISTORY OF EVENTS RENTALS

In the past, classes and facility rentals including facility maintenance, showing of facilities, bookings, payments (including deposits and returns), deliveries, set ups, oversight and tear downs of events were handled entirely by an in-house staff of both full and part time Town of Atherton employees. Following the retirement of the long-time staff person managing the park, in September 2011, showing of facilities, bookings, deliveries, set ups, oversight and tear downs of events were contracted out to a private vendor. The vendor also operated a catering business and was able to offer this service to events clients but was not permitted to be the exclusive catering provider in the Park. Payment and facility maintenance was still handled by Town staff. Due to concerns with overcrowding, weddings were halted in the park beginning in January, 2012. With this large reduction in incoming revenues, the vendor who was handling the duties opted out of their contract with the Town. With only meetings and social events permitted, the Town's Maintenance contractor assumed limited duties of supplying labor to facilitate the events. This contractor is available for set ups, oversight and tear downs of events only; with Town staff providing the remainder of services (class set ups/clean-ups, building maintenance, showing of facilities, bookings and payments). With the resumption of wedding bookings and other social events, the Town desires to have a contractor assume full responsibility for events services. Exhibit 3 lists example events from past bookings. A table of recent revenues is shown below.

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13
Social	\$336,256	\$108,318	\$ 60,150	\$ 86,062	\$ 29,300	\$ 33,275
Meetings	\$ 50,533	\$ 53,429	\$ 68,394	\$ 77,460	\$ 14,650	\$ 23,725
Weddings	(incl.in Social)	\$102,916	\$ 95,585	\$ 89,550	\$ 27,750	\$ 0
Misc.	\$ 4,750	\$ 4,874	\$ 2,460	\$ 2,750	\$ 1,400	\$ 2,400
TOTAL REVENUE	\$391,539	\$269,537	\$191,154	\$252,324	\$ 73,100	\$59,400

Additional rules, regulations and policies have been established and will be developed to regulate events services. Fees for service are shown on Exhibit 4. Contractors will be permitted to suggest additional rules, regulations and procedures, which shall be subject to approval or rejection by the City Manager or his designee. Among the rules approved by City Council are the following:

1. A rental application stating event type, size and duration must be submitted in order to reserve facilities, and will require approval by the City Manager or designee.
2. Only one wedding will be permitted per day, and the number of guests shall be limited to two hundred.
3. The City Manager may approve event size in excess of 200 persons.
4. Insurance coverage as recommended to the Town by ABAG Plan shall be required.
5. The Park will be available every day of the year.
6. Renters shall agree to provide other services, such as private security, valet parking, etc. as required.

B. SCOPE OF SERVICES TO BE PROVIDED

The selected firm will be required to provide the Town with all labor, vehicles and equipment, and materials as necessary to satisfactorily perform the entire events management functions under this agreement. The Town of Atherton desires that the provision of Event Services is performed to generate revenue for the operations, maintenance and improvement of the Park without negatively impacting other Park users and Park neighbors. The Town desires that its contractor operate

effectively and efficiently while performing services. The contractor is encouraged to provide exemplary services to the Town and to its Park users.

The selected firm must have the resources and abilities to market, advertise, plan, schedule, manage, operate, and conduct events, including unpaid events approved by Town staff, in Holbrook-Palmer Park. The scope of services may include, but will not be limited to the following:

- a. Development of administration and coordination policies, procedures, calendars and materials to demonstrate competence in managing and operating Event Services, within 20 days of Notice to Proceed;
- b. Preparing scheduling, operations and financial records and reports that conform to requirements under Section E, Records and Reports;
- c. Developing and distributing promotional material for the facilities;
- d. Developing and placing advertisements in appropriate print and on line media;
- e. Presence by the Project Manager in the Park office at least 4 days per week for a minimum of 2 hours per day **and** a total of at least 20 hours per week between the hours of 9 am and 5 pm;
- f. Responding to clients within no more than 24 hours of contact;
- g. Showing facilities to prospective clients within no more than 48 hours of request;
- h. Booking, scheduling and staffing events, including existing Town-sponsored non-revenue generating (no-fee) meetings and events as described in Exhibit 4;
- i. Collecting, accounting for and remitting fees and deposits (excluding cash);
- j. Maintaining the Events Facilities in a safe, clean and attractive condition in accord with high standards expected by the Town and by Event Facility users;
- k. Setting up Events Facilities for events;
- l. Cleaning up Events Facilities following events;
- m. Maintaining Events Facilities and equipment (see Exhibit 5) in a safe, clean and attractive condition;
- n. Promptly informing Town's Contract Manager of maintenance and repair needs;
- o. Recommending capital improvements to Town's Contract Manager of Events Facilities to maintain them and to enhance their ability to enhance revenues; and
- p. Coordinating provision of goods and services such as rentals, flowers, catering, music, photography and/or videography, security, clean-up and disposal.

C. DEFINITIONS

Contractor shall mean the person, corporation or business entity contracted by the Town of Atherton to perform event services

Contract Manager shall mean the Town of Atherton City Manager or designee responsible for performing Town responsibilities, oversight and resolving all disputes within the purview of managing this agreement.

Event facilities shall mean interiors of Main House, Park House and Jennings Pavilion, and Event Patio and Garden

Park shall mean Holbrook-Palmer Park, 150 Watkins Road, Atherton, CA.

Request for Bids (RFB) shall mean this document which announces and solicits bids to perform the events services at the Park.

Town shall mean the Town of Atherton, CA.

D. RECORDS AND REPORTS

Scheduling Records

(a) Contractor shall maintain a calendar showing all events scheduled at Park during the term of this contract and for at least 24 months beyond the end of the term. The scheduling record shall be maintained in a complete and accurate manner and shall be made available to Town at all times. A copy in print, or in an electronic format acceptable to Town, shall be provided within 5 business days of the end of each month. Records and reports must be submitted with the Contractor's monthly invoice.

Monthly Activity Report

A monthly activity report in print, or in an electronic format acceptable to Town, shall be provided within 5 business days of the end of each month. The report shall include the following:

- (a) list of all events managed by the Contractor at the Park (a list of typical events is shown in Exhibit 3);
- (b) table of all fees and deposits collected by Contractor at Park;
- (c) list of employees and subcontractors providing services pursuant to this agreement
- (d) an income statement for Park events management services;
- (e) a log of any warnings, citations, violations received from any governmental agency pursuant to services provided in this agreement;
- (f) a log of written complaints received from clients and all other stakeholders, i.e. neighbors, vendors, employees and subcontractors.

Monthly and Annual Financial Reports

The Contractor shall provide a monthly report of all financial transactions for the month. Transactions shall include all no-fee transactions for City use and use by those groups specified under Exhibit 4. The Contractor shall also provide an end-of-year report of all financial transactions for the calendar year (January 1st through December 31st) by March 1 of the following year.

E. MAINTENANCE OF FACILITIES AND EQUIPMENT

The contractor shall be responsible for set-up, operations and event clean-up of the interior of the Main House, Carriage House and Jennings Pavilion, and for janitorial service of Jennings Pavilion. The contractor will also be responsible for set-up, take-down, cleaning and storage of tables, chairs, furniture, and all other equipment provided by the Town (see Exhibit 5). The contractor will also be responsible for cleaning outdoor areas used during events, returning them to their pre-event status. A drawing showing areas of contractor responsibility is contained in Exhibit 2. The Contractor shall be responsible for maintaining the building interiors in a neat, clean and presentable condition.

The Town of Atherton will be responsible for making interior repairs and improvements and for maintaining, repairing and improving building exteriors and grounds, excluding set-up, operating and cleaning of premises used for events activities. The Town's janitorial contractor will perform scheduled service for the Main and Carriage Houses.

The contractor may choose to offer enhanced outdoor garden areas surrounding the facilities and patios including sculptures, potted plants, annual flower gardens or other more high maintenance features. These features will be kept up by the contractor and returned to their original look upon ending of this contract if requested by the Town.

F. CONTRACT TERM

The Town intends to award a contract with an original term of three (3) years, with two optional two (2) year terms. The total term of the proposed contract may extend for seven (7) years from award by the Town. The exercise of any additional extension of term shall be at the sole discretion of the Town.

G. COMPENSATION

The Town will compensate the event services contractor with a percentage of the rental fee, not including the Town's administrative charges. The Town will pay the Contractor invoice monthly. In recognition of the investment and operations by the Contractor, as well as services for no-fee groups, the Town will guarantee a minimum monthly payment to Contractor of **\$3,000**. Contractor shall provide set-up, take-down and clean-up services for no-fee groups as shown in Exhibit 4 for up to ten (10) hours per month, without charge to the Town or groups.

The Town reserves the right to negotiate with the selected firm on the rates and fees as submitted in the Bid to be effective for each **renewal** period.

II. BID REQUIREMENTS

The bid should describe the methodology to be used to accomplish each of the tasks and services expected as defined in the Scope of Work. The bid should also describe the work that shall be necessary to satisfactorily complete the tasks and service requirements.

Please note that this Request for Bids cannot identify each specific, individual task required to successfully and completely implement this service. The Town of Atherton relies on the professionalism and competence of the bidder to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence to include in its proposal all required tasks and subtasks, personnel commitments, man hours, direct and indirect costs, etc. The Town of Atherton will not approve addenda to the selected contractor's agreement which do not involve a substantial change from the general Scope of Work identified in this Request for Bids.

The following criteria shall be observed:

- The submittal should be single sided (8 1/2" by 11"). Bids should include a cover letter, the 3 pages of the Bid Proposal, an organization chart, staff resumes and appendices, if any.
- One (1) unbound original bid plus five (5) bound copies for a total of six (6) bids are required.** Facsimile (fax), email or other electronically transmitted bids will not be accepted in lieu of printed copies.
- Responses to this Request for Bids shall be organized into five categories as follows:

1. Information/background on the contractor.

Provide a brief introduction, give the size of the contractor, the number of years in business, the availability of the contractor to perform the tasks and services requested, and the history of the contractor. Include key contact information (address, phone, fax, and email).

The contractor must demonstrate skill and experience in the performance of event services and venue management. The contractor's experience shall be set forth and submitted, as follows:

- a. Contractor ownership; if incorporated, the state in which the selected firm is incorporated and the date of incorporation;
- b. Location of contractor's office;
- c. Location of the office servicing any California accounts;
- d. Number of employees at location which will provide services to the Park, and total of all employees;
- e. Locations from which employees will be assigned;
- f. Name, address, email address, and telephone number of the contractor's point of contact;
- g. Contractor background/history;
- h. Contractor qualifications to provide the services described in this RFB;
- i. Length of time the contractor has been providing services described in this RFB;
- j. Resumes for all assigned staff to be responsible for performance of any services described in this RFB;
- k. Financial capacity of Contractor; and
- l. A complete disclosure of any alleged significant prior or on-going contract failure, any civil or criminal litigation or investigation pending which involves the contractor and/or contractor employees proposed or assigned to this contract or in which the contractor has been judged guilty or liable within the last 5 years. If there is no negative history to disclose, state that in the Bid.

2. Key Personnel/Qualifications.

Provide a brief resume for each of the key persons proposed to work on this project. Any key sub-consultants proposed should be identified, and information on their respective role in the project shall be included. The prospective Contractor shall designate, by name, the project manager to be employed for this project. Substitution of the project manager by the selected contractor will not be allowed without prior approval by the Town of Atherton.

3. Past Experience/References

Provide at least three references from other governmental agencies, companies or private parties.

- 1 Client name, client Project Manager, address, telephone number, and email address;
- 2 Contract Term (starting date and ending date);
- 3 Contract value;
- 4 Staff assigned to that project.

4. Understanding of Scope of Work

In this section, bidders are requested to demonstrate their understanding of the tasks and services requested in the Scope of Work, and provide their Work Proposal/Approach to accomplish the services described in this RFB. In addition, in this section demonstrate an understanding of and approach toward excellent customer service, flexibility in meeting needs, coordination of other service providers and maintenance of facilities and equipment.

5. Bid

All contractors shall indicate the proposed compensation for providing all-inclusive event services, expressed as a percentage of fees collected, on the form provided.

- All bids must be received in the Town of Atherton by the City Clerk by the date and time shown in the schedule, Section III. Proof of receipt before the deadline is a Town of Atherton date stamp. It is the responsibility of the bidder to see that any bid sent through the mail, or any other delivery method, shall have sufficient time to be received by the City Clerk prior to the bid due date and time. Late bids will be returned to the bidder unopened. Bids shall be clearly marked and identified and must be submitted to:

Atherton City Clerk
Town Of Atherton
91 Ashfield Road
Atherton, CA 94027

QUESTIONS: Bidders, their representatives, agents or anyone else acting on their behalf, are specifically directed **NOT** to contact any Town employee, commission member, committee member, council member, or other Town employee or associate for any purpose related to this RFB other than as directed below. Contact with anyone other than as directed below may be cause for rejection of a bid.

ANY questions, technical or otherwise, pertaining to this Request for Bids **must be submitted IN WRITING and directed ONLY to:**

Steve Tyler
Superintendent
Atherton Public Works
91 Ashfield Road
Atherton, Ca. 94027
styler@ci.atherton.ca.us

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFB. Questions received after the date and time in the schedule will not be answered. Only questions that have been resolved by formal written Addenda via the Director of Public Works will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

Note that the Bid, including all fees and compensation shall remain firm for a minimum of 90 days from the proposal submission deadline.

III. SCHEDULE

Notice for Request for Bids posted and issued.....Thursday, October 17, 2013
Pre-Bid Conference (mandatory).....Tuesday, October 29, 2013, 3:00 P.M.
Deadline for receipt of QuestionsWednesday, November 6, 2013, 3:00 P.M.
Town responses to questions.....Wednesday, November 13, 2013
Deadline for receipt of BidsWednesday November 20, 2013, 3:00 P.M.
Interviews (if conducted).....beginning week of December 2
Contract awarded by Town Council..... December 18, 2013

IV. FIRM SELECTION

- Each bid will be reviewed by an evaluation committee to determine if it meets the bid

requirements. Failure to meet the requirements for the Request for Bids may be cause for rejection of the bid.

- The evaluation committee may, at its sole option, ask for interviews or oral presentations by any bidder(s) participating in this process. Attendance at any such interview will be at the bidder's expense.
- A final selection of the best value vendor, as defined in Atherton Municipal Code, Section 3.16.130, will be determined following review of all proposals and/or formal oral presentations. The evaluation committee will make a recommendation of the selected firm for a contract to be awarded by the Town Council.
- The selected firm will work closely with Town Staff throughout the duration of the contract. A firm will be selected for final negotiation of a contract based upon the following factors and weightings (shown in **bold immediately** after the title):
 - **Firm Information/Background – 10%:** Information on the history of the firm, selected firm background, and any negative history;
 - **Key Personnel/Staff Qualifications -15%:** Qualifications of the staff assigned to manage and provide services related to the project;
 - **Experience/References – 10%:** Past experience and client references;
 - **Understanding of Scope of Work and Work Proposal -20%:** Proposed work approach to the project, including all tasks and services defined in the document, and a discussion on response to unscheduled or emergency work;
 - **Cost - 45%:** (A final contract shall be negotiated with the selected consultant on the basis of the submitted bid and in consideration of reasonable and mutually agreed project costs and time requirements.
- **Award of Contract:** It is the Town's intent to award a single contract to the firm that provides the best overall value meeting the requirements of the Request for Bid document. The Town reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the Town. It is anticipated that award of the contract will occur as shown in the Schedule after the evaluation committee has made its final selection of the firm to be recommended for award. The decision of the Town Council will be final.
- **Public Record:** Bidder's attention is drawn to the fact that all bid documents submitted are subject to the (California Code Section 6250 et seq.), commonly known as the Public Records Act. Information contained in the bids may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for Town Council consideration, and/or following award of contract, if any, by the Town Council.
- **Cost related to Bid preparation:** The Town will NOT be responsible for any costs incurred by any bidder in the preparation or submittal of their respective proposal.
- **Business License:** The successful bidder that is awarded the contract will be required to be licensed in accordance with the Town of Atherton Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

- **Bid informalities or defects:** The Town of Atherton reserves the right to waive any informality or technical defect in a Bid and to accept or reject, in whole or in part, any or all Bids and to advertise for new Bids, as best serves the interests of the Town.
- **Investigations:** The Town reserves the right to make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- **Signed Proposal and Exceptions:** Submission of a signed Bid will be interpreted to mean that Bidder has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Bids, and any attached sample agreement. Exceptions to any of the language in either the RFB documents or attached sample agreement must be submitted with the Bid and clearly defined. Exceptions to the Town's RFB document or standard boilerplate language, terms or conditions may be considered in the evaluation process.

□ **Responsibility Of Bidder**

All project Bidders shall be responsible. If it is found that a Bidder is not responsible (e.g., has not paid taxes, is not a legal entity, has submitted a Bid without an authorized signature, or has falsified any information in the Bid package, etc.), the Bid shall be rejected.

□ **Contract Documents**

The selected contractor will be expected to enter into a contract with the Town of Atherton using the form as attached in Exhibit 6. Failure to enter into the contract within 10 days of award will be cause for voiding the award of the contract, the Town will collect on the Bidder's Bond and the Town may then negotiate and execute a contract with the next highest ranked contractor.

□ **Insurance/Documents**

Contractor will provide to the Town of Atherton the appropriate certificates of general liability insurance, vehicle insurance and workers compensation insurance. See Exhibit 7 for further explanation on insurance requirements.

EXHIBIT 1

Map of Park



EXHIBIT 1

EXHIBIT 2

Location of Events Facilities

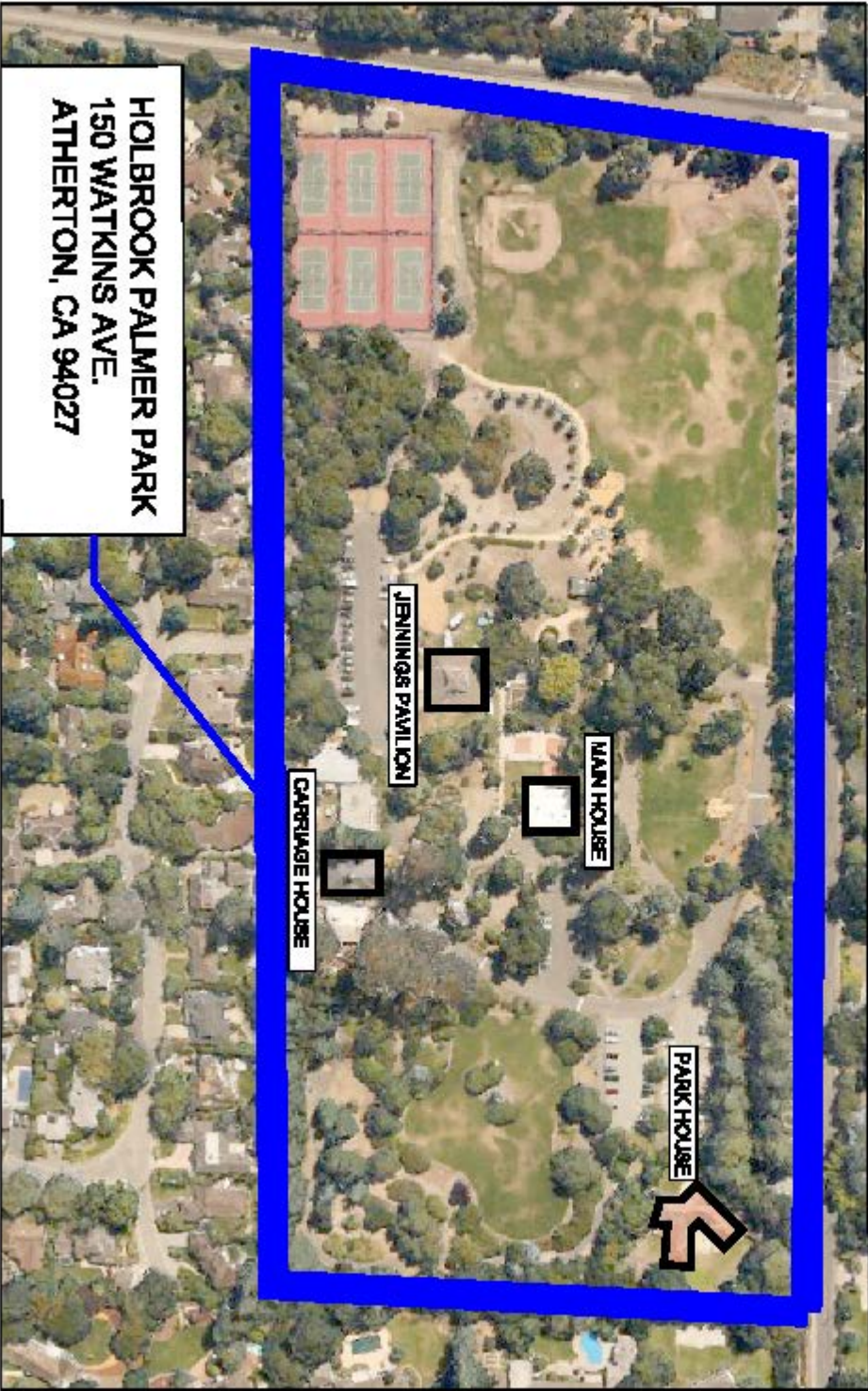


EXHIBIT 2

EXHIBIT 3

Examples of Park Events

<u>Weddings</u>	<u>Social Events</u>	<u>Meetings/Classes</u>
	<i>Parties/Gatherings</i>	<i>Corporate Events</i>
	Birthdays Bar/Bat Mitzvahs Memorial Services Bridal Showers	Meetings Seminars Retreats Picnics
	<i>Group Activities/Fundraisers</i>	<i>Local Group Meetings</i>
	School Picnics Graduation Ceremonies Art Expositions Ice Cream Socials Family Picnics/BBQ	Community Discussions Park Foundation Atherton Dames Friends of the Library Atherton Civic Interest League
	<i>Large Activities/Fundraisers</i>	<i>Classes</i>
	Easter Egg Hunt Swing in the Park Jazz in the Park Valentine's Day Dance	Yoga Folk Dance Music for Families Dog Training Country Dance Team Sheper

EXHIBIT 4

FEES

Town of Atherton

		Unit Cost Summary	
Fee Name	Unit	Current Fee / Revenue	2013-2014 Fee
Park Rental Fees			
The Main House			
(Monday - Thursday afternoon)			
Half day			\$ 400
Full day (until 4:00PM)			\$ 700
Evenings (5:00 PM to midnight)			\$ 700
Friday evening (5:00 PM to midnight)			\$ 700
Saturday & Sunday day use (full day)			\$ 1,500
Saturday & Sunday evenings (5:00 PM - midnight)			\$ 1,500
Carriage House			
(Monday - Thursday afternoon)			
Half day			\$ 400
Full day (until 4:00PM)			\$ 700
Evenings (5:00 PM to midnight)			\$ 700
Friday evening (5:00 PM to midnight)			\$ 700
Saturday & Sunday day use (half day)			\$ 400
Saturday & Sunday day use (full day)			\$ 700
Saturday & Sunday evenings (5:00 PM - midnight)			\$ 700
Jennings Pavilion			
(Monday - Thursday afternoon)			
Half day			\$ 700
Full day (until 4:00PM)			\$ 900
Evenings (5:00 PM to midnight)			\$ 900
Friday evening (5:00 PM to midnight)			\$

			1,200
Saturday & Sunday day use (half day)			\$ 1,500
Saturday & Sunday day use (full day)			\$ 2,500
Saturday & Sunday evenings (5:00 PM - midnight)			\$ 2,500
Security Deposit			
Main House and Carriage House		\$ 500	\$ 500
Jennings Pavilion		\$ 1,000	\$ 1,000
Staff labor rates			
Facility maintenance staff for services related to facility maintenance and preparation (Before & After Events)		\$ 110	\$ 100
Facility attendant staff for services related to on-site availability during event		\$ 110	\$ 50
CLASSES: INDOOR			\$25/hour
CLASSES: OUTDOOR			\$40/hour
POSITION HOURLY RATES			
Town Planner:	Hourly	\$ 225	0.00%
Deputy Town Planner:	Hourly	\$ 177	0.00%
Senior Planner:	Hourly	\$ 168	0.00%
Assistant Planner:	Hourly	\$ 135	0.00%
Administrative Staff:	Hourly	\$ 119	0.00%
Composite Rate for Fee Setting:	Hourly	\$ 161	0.00%

Administration Percentage Disclaimer Fee

30% Administration fee will be added at time of booking,

Town of Atherton Residents will have a 15% administration fee added at time of booking

List of No-Fee Meetings

Town Events

1. City Council meetings
2. City Commissions or Advisory Committees appointed by City Council
3. City staff meetings conducting official City business and staff training
4. City Manager-approved hosted events (e.g. Council of Cities)

The above events are also exempt from charges for room set-up.

Atherton Community Organizations

1. Atherton Dames, Park Foundation, Atherton Civic Interest League, Atherton Arts Committee, Atherton Tree Committee.
 2. The above community organizations will be charged for Town or Contractor costs of staff only, as well as for insurance coverage.
-

EXHIBIT 5

HP Park Inventory

Chairs

	Main House	Pavilion	Carriage House	Corp Yard	Total
Chivari	17	171		0 192	380
Padded	61	149		0 0	210
Folding	0	0		60 88	148
				Total	738

Tables

	Main House	Pavilion	Carriage House	Total	
6' Rectangle	3	3	7	13	
8' Rectangle	6	10	6	22	
48" Round	0	5	2	7	
60" Round	4	16	12	32	
				Total	74

Umbrellas		6	
AV screens	1	1	
PA system		1	

	Main House	Pavilion	Carriage House
Appliances			
Gas range	1	1	
Electric cooktop			1
Electric oven		2	1
Refrigerator	1	1	1
Vacuum	1	1	
Janitor closet	1	1	1
Supply room	1	2	1

EXHIBIT 6

TOWN OF ATHERTON FORM OF CONTRACT

(Insert Contract)

EXHIBIT 7

TOWN OF ATHERTON INSURANCE CERTIFICATE EXAMPLES

(Insert Sample Certificates)