



City of Santa Monica  
Annenberg Community Beach House  
415 Pacific Coast Highway  
Santa Monica, CA 90402  
Phone: (310) 458-4904



## REQUEST FOR PROPOSALS BEACH SOCCER LEAGUE

The City of Santa Monica is currently seeking qualified and highly motivated individuals or businesses to conduct Municipal Beach Soccer Leagues at the new Annenberg Community Beach House. The City of Santa Monica would like to offer a variety of leagues on weekday evenings and/or weekends. Such leagues might include: Men's, Women's and Co-ed Adult leagues and Youth Developmental Leagues.

**Proposals must be received by the City no later than 5pm on August 28, 2009.**

### **Overview**

The Annenberg Community Beach House is a five acre public beach facility with a prime location on Santa Monica State Beach. It has a rich and colorful history with first-class amenities that will quickly make it a popular destination. The Beach House promotes "a great day at the beach" by offering a historic swimming pool, children's splash pad, showers, changing rooms, take-out and café-style food services, beach equipment rentals, a playground, beach tennis and volleyball courts, gardens and event spaces. This one-of-a-kind public beach facility opened in April 2009.

The City will provide activity space and amenities as necessary to conduct the leagues; receive and process all participant registrations; and promote the leagues through the City's website, publications and on-site.

### **Submission Requirements**

Proposals should be concise and adhere to the format set forth below. The City may request additional information or schedule interviews to clarify or elaborate on the proposal. Please include the section heading when providing the relevant information.

1. Experience and History: Please describe your experience with regard to the development, management, and operation of beach soccer leagues as proposed.
2. Proposed League Description: Describe the make-up of the leagues including required number of teams, roster size, categories and required skill level.
3. League Schedule: Describe the season length, days and times proposed for each league.
4. Team Fee: Each proposal must include a proposed team fee for all leagues.

5. Proposed Compensation: Contractors shall receive a percentage of the League Team Fees collected by the City. Please propose the percentage of the League Team Fees you propose to receive.
6. Referees: Describe how refereeing will be managed and paid for.
7. Tournaments: Indicate whether or not you are including a season end tournament and how it would operate.
8. Adaptability: Explain your ability to adapt your leagues for participants with physical, cognitive, sensory, mental, or other disabilities.
9. Outreach: Describe how you will partner with the City to promote the leagues to the community including working with the city to develop outreach materials.
10. Staffing and Volunteers: Please provide your staffing structure for each league including education and experience and your training plan.
11. References: A list of professional and client references.
12. Budget: Include a detailed budget for the operation as proposed. You may use the attached sample or provide an alternative of similar scope.

### **Eligibility Requirements**

All contractors shall adhere to the following requirements:

- Obtain a valid Santa Monica Business License
- May be subject to the City of Santa Monica Living Wage Ordinance if the contract amount exceeds \$54,200. Note: this rate may adjust each July 1<sup>st</sup>.
- Sign an Oaks Initiative Disclosure Form if the total amount of the contract exceeds \$25,000.
- Procure and maintain the following insurance with the City of Santa Monica listed as an additional insured:
  - a. Commercial General Liability Insurance
  - b. Workers' Compensation and Employer's Liability Insurance (as applicable)
- Complete and submit W9 Taxpayer Identification Number and Certification
- Adhere to regulations set forth by the Americans with Disabilities Act (ADA).
- Annual fingerprint and background clearance ("Live Scan") through the Santa Monica Police Department at contractor's expense for all contractors, employees and volunteers conducting activities. Information on the City's Live Scan process and associated costs can be found at <http://www.santamonicapd.org/Services/LiveScan.htm>. Notifications of relevant convictions are sent to the City by the California Department of Justice, Bureau of Criminal Identification. If awarded a contract, the contractor, all employees

and volunteers are required to provide information pertaining to all convictions, unless sealed or expunged.

**Evaluation Process**

An Evaluation Committee will review and evaluate each proposal based on the extent to which it provides the highest quality league administration and activity. An interview may be required. The City retains the sole authority to select any number of qualified businesses or individuals and negotiate contract terms. The City reserves the right to reject any and all proposals. Receipt of any proposal pursuant to this Request for Proposal shall not constitute an implied intent to enter into a contract to conduct activities for the City.

**Questions**

Questions regarding this Request for Proposals should be submitted in writing to: [beachhouse@smgov.net](mailto:beachhouse@smgov.net). All questions and responses will be posted at <http://beachhouse.smgov.net>

**Submission Deadline**

The City, in compliance with its Sustainable City Program, is encouraging the use of recycled and tree-free products. Please do not use plastic bindings, plastic page covers, or laminated pages.

To aid in the selection process, please submit **two** copies of the proposal and hand deliver or mail to:

**City of Santa Monica  
Annenberg Community Beach House  
415 Pacific Coast Highway  
Santa Monica, CA 90402  
Attn: Heath Hamilton**

**PROPOSAL SUBMISSION DEADLINE IS 5:00 PM, August 28, 2009.**

**NO FAXES OR EMAILS WILL BE ACCEPTED.**

**PROPOSED BUDGET**

**Applicant:**

*Complete the revenues and expenses form below based on your best estimates for the leagues proposed. Provide back-up information such as previous year's revenues and expenses to explain your estimates where available. The City reserves the right to request additional information to substantiate the estimates provided herein.*

**Revenue**

*Describe the estimated gross receipts that will be collected by City for each activity you propose*

Gross Revenue to City (Team Fee x # of Teams)	
Amount Paid to Contractor (as % proposed)	
Other Revenue, please describe below:	
<b>Gross Contractor Revenue</b>	<b>0</b>

**Operating Expenses**

**Sales and Marketing**


**Equipment and Supplies**


**Personnel Expenses**


**Taxes and Insurance**


**Other Expenses**

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<b>Total Operating Expenses</b>	<b>0</b>
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<b>Net Profit (Contractor Revenue minus Operating Expenses)</b>	<b>0</b>
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## COMMUNITY AND CULTURAL SERVICES

### INDEPENDENT CONTRACTOR SAMPLE ACTIVITY AGREEMENT

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 (“Execution Date”) by and between THE CITY OF SANTA MONICA, a municipal corporation (“City”), and \_\_\_\_\_, an independent contractor (“Contractor”), is made with reference to the following: The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City of Santa Monica.

The City and Contractor desire to enter into an agreement to coordinate specified recreational activities as part of City sponsored programs upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

#### 1. **TERM; OPTIONS TO RENEW.**

The term of this Agreement shall be from the \_\_\_\_\_ to \_\_\_\_\_ unless a shorter term is specified in Exhibit A attached hereto and made part hereof by reference, or unless this Agreement is sooner terminated or extended as provided herein.

City shall have the option, at its sole discretion, to extend the term of this Agreement on all the same terms and conditions for two (2) additional 1 year periods. Each option shall be exercised by written notice from City to Contractor.

#### 2. **SERVICES TO BE PERFORMED BY CONTRACTOR.**

Contractor shall perform each and every service set forth in Exhibit “A” (“Services”), which is attached hereto and incorporated herein by this reference. All Services shall be performed in accordance with the dates and time periods set forth in Exhibit “A”. Any changes in the Services or the dates and time periods of these Services shall require the prior written consent of the City. The City Manager may modify or amend Exhibit “A” to this Agreement if the modification will not change the essential purpose of this Agreement.

Contractor agrees to devote a minimum of \_\_\_\_\_ hours per activity to performance of the Services. Consistent with this requirement, Contractor may represent, perform services for, or be employed by any additional persons, or companies as Contractor sees fit.

**3. MATERIALS AND SUPPLIES.**

Contractor shall provide all materials and supplies necessary to perform the Services and shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise stated in Exhibit A. Contractor may charge a reasonable materials and supplies fee to participants enrolled in Contractor's program provided that: (a) Contractor obtains written approval from City at least thirty (30) days prior to commencement of the program; (b) the fee shall not exceed the amount set forth in Exhibit A; and (c) Contractor assumes responsibility for the collection of the fee directly from program participants.

**4. PHOTO RELEASE.**

Contractor consents to the photographing, recording or reproduction in any other manner (including use of videotapes and audiotapes) of the likeness, voice and/or activities of the Contractor and further authorizes the City of Santa Monica, its agents or assigns, to make unlimited use of such reproductions, including, but not limited to broadcasting to the public of the reproductions over radio and television stations. Contractor understands that he or she will not receive any monetary compensation now or in the future for participating. Contractor releases and holds harmless the City of Santa Monica, its officers and employees from any claims arising from such photographing, recording, reproduction or broadcast.

**5. REGISTRATION OF PARTICIPANTS.**

Registration of participants and payment of any fees for activities shall be handled through City offices. Contractor shall not register participants or accept any payments of program fees.

**6. MINIMUM ACTIVITY SIZE.**

Contractor shall provide the Services if, and only if, the minimum number of participants set forth in Exhibit "A" register for the designated activity. Any increase or decrease in the minimum number of participants in an activity requires the prior written consent of the City. If the minimum number of participants are not registered by the registration deadline, the activity will be canceled. If the activity is canceled prior to the activity start date, the Contractor will not be compensated.

**7. CANCELLATION OF ACTIVITIES.**

City shall have the option, at its sole discretion, to cancel any activity at any time. If an activity has commenced and City exercises its option to cancel it, reimbursement for services shall be pro-rated to provide payment to Contractor for the dates and times Services have been provided.

**8. COMPENSATION TO CONTRACTOR.**

Contractor shall be compensated for Services performed pursuant to this Agreement in the amount and on the schedule set forth in Exhibit "A". The total amount of compensation to be paid to Contractor under this Agreement shall not exceed \$\_\_\_\_\_.

**9. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR.**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to City as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to City employees including workers' compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for obtaining, at Contractor's expense, any licenses and permits required to perform the Services.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including estimated taxes, and shall provide City with proof of payment on demand. Contractor indemnifies City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this Section.

**10. CONTRACTOR'S REPRESENTATIONS.**

Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of City. Performance of the Services in a professional manner includes meeting the requirements of the program under which City is obligated to provide Services, and failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from City. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

**11. CONTRACTOR'S PERSONAL SERVICES; RESCHEDULING AND SUBSTITUTIONS.**

City has selected Contractor to perform the Services based upon Contractor's experience and unique skills. Contractor shall personally perform all such services except as otherwise provided herein. For purposes of this Agreement, the Contractor may hire employees provided that such employees comply with all of the provisions of this Agreement, including, but not limited to, fingerprinting.

If Contractor is unable to provide the Services when required, Contractor shall provide sufficient prior notice to City so that City may notify all participants of the cancellation of any activity meeting on any given date. Except as otherwise provided herein, Contractor may be required to give a make-up day on rescheduled dates and times mutually agreed upon by City and Contractor.

Contractor may provide a list of proposed substitute activity directors to City prior to the commencement of Services. This list shall include sufficient information to enable City to make a determination as to the qualifications of the proposed substitute activity director. A City approved substitute activity director may provide the Services required hereunder if Contractor is unable to do so.

**12. NONDISCRIMINATION**

The Contractor will comply with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d and with Section 504 of the Rehabilitation Act, 29 USC Section 794. In accordance with these Acts and other Federal, State and local laws, no person in the United States shall, on the grounds of race, creed, color, disability, national origin, sex, age, marital status, sexual orientation, HIV/AIDS status, political affiliation or religious beliefs, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity provided by the Contractor. The Contractor and any of its subcontractors shall adhere to all regulations set forth by the Americans with Disabilities Act (ADA).

The Contractor shall make every effort to ensure that all projects funded in whole or in part by the City shall provide equal employment and career advancement opportunities for minorities, women, and persons with disabilities.

**13. PERMITS AND LICENSES.**

Contractor shall comply with all applicable laws, regulations, ordinances, and statutes, and shall obtain and maintain, at Contractor's sole expense, all required business and professional permits, licenses and certificates, including a City of Santa Monica business license.

**14. INSURANCE.**

Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**A. Minimum Limits of Insurance**

Contractor shall obtain insurance of the types and in the amounts described below:

**Commercial General Liability Insurance**

Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate.

**Workers' Compensation and Employer's Liability Insurance**

Contractor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

In the event the contractor is not required to procure Worker's Compensation insurance, they must complete the City's Worker's Compensation coverage exemption declaration form.



**B. Other Insurance Provisions**

The general liability policies are to contain, or be endorsed to contain, the following provisions:

City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor.

In the event that the Contractor uses a vehicle to perform services as required under this agreement, they must supply the City with evidence of vehicle liability insurance in compliance with the minimum financial responsibility laws of the State of California.

**C. General Liability, Workers' Compensation and Employer's Liability**

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Contractor in the performance of services under the contract.

**D. All Coverages**

Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as provided in Section 23 hereof.

**15. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.**

Contractor shall indemnify, defend and hold harmless City, its City Council, members of its boards and commissions, officers, agents, employees and volunteers (collectively "City") from and against any and all loss, damages, liability, claims, suits, judgments, taxes, costs and expenses, whatsoever, including reasonable attorney's fees arising from or in any manner connected to: (i) the condition or use of materials or equipment provided by Contractor in the performance of the Services; (ii) the Services, activities or work conducted pursuant to this Agreement; or (iii) claims by any persons or entities providing services, materials, equipment or supplies in connection with Contractor's obligations under this Agreement including, without limitation, any services supplied pursuant to Section 10 hereof.

**16. SAFETY.**

Contractor will notify City immediately if Contractor observes that the City's facility or equipment is unsafe and will not utilize the facility or equipment until the unsafe condition is corrected.

**17. FINGERPRINTING.**

Contractor and its employees agree to be fingerprinted annually if the City requires fingerprinting prior to commencement of the Services. Contractor acknowledges and agrees that Contractor's fingerprints may be used to verify conviction records by

comparing them with local, state and federal records. Contractor agrees to pay whatever fees if any may be involved in this process.

**18. PUBLICITY.**

Contractor agrees not to generate any written, audio or visual publicity regarding City sponsored activities without prior written approval from the Beach Recreation Supervisor.

**19. TERMINATION FOR DEFAULT.**

If Contractor fails to provide any of the services required hereunder, such failure shall constitute a material default and breach of this Agreement. In that event, City may terminate this Agreement upon written notice to Contractor. The termination shall be effective five days after such termination notice is placed in the United States mail or upon personal delivery to Contractor. City shall pay to Contractor that portion of compensation which is earned and unpaid prior to the termination date. Contractor shall reimburse to City any portion of compensation which was paid to Contractor for services to be performed after the effective termination date.

**20. NOTICES.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when personally delivered, or on the fifth business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

City of Santa Monica  
Annenberg Community Beach House  
415 Pacific Coast Highway  
Santa Monica, CA 90402  
Attention: Heath Hamilton, Beach Recreation Supervisor

with copies to:

Director – Community & Cultural Services  
1685 Main Street, Room 210  
Santa Monica, CA 90401

All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**21. COSTS OF LITIGATION.**

If legal action is necessary to enforce any provision of this Agreement or to recover damages resulting from an alleged breach of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party including reasonable attorney's fees.

**22. GOVERNING LAW.**

This Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of California.

**23. INTEGRATED CONTRACT.**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

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

ATTEST:

CITY OF SANTA MONICA,  
a municipal corporation

\_\_\_\_\_  
MARIA STEWART  
City Clerk

By: \_\_\_\_\_  
P. LAMONT EWELL  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHA JONES MOUTRIE  
City Attorney

CONTRACTOR:

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

Title: \_\_\_\_\_

## EXHIBIT A Services - Sample

**League Director:** \_\_\_\_\_

Beach Soccer Program	Tournament / League Start Date	Tournament/ League End Date	Games per Tournament / League	5 vs 5 ???	Director Pay per Team	Maximum # of Teams per day
Tournament (if any)						

**Fall Season 2009**

Day:						
Day:						
Day:						

**Winter Season 2010**

Day:						
Day:						
Day:						

Officials Fee Per Team | 5 vs 5 \_\_\_\_\_ 7 vs 7 \_\_\_\_\_

League Director must complete and sign a contract payment sheet for payments to be issued.

Payments for leagues covering six weeks or longer will be divided as follows:

Half the payment will be issued midway through the league and the balance issued at the conclusion. League Directors will notify the City if they observe the City's facility or equipment to be in an unsafe condition and will not utilize such facility or equipment until the unsafe condition is rectified by the League ending dates may extend if make-up dates are needed.

The League Director will be responsible for the following:

1. Assist City with marketing the leagues and tournament
2. Prepare the league schedule
3. Maintain a website to post league schedule and record and report game results
4. Perform spectator, participant and referee conflict resolution as needed
5. Comply with all City and FIFA rules and regulations
6. Supply all necessary equipment to operate leagues including, line markers, score cards, soccer balls, awards (City only provides goals, cones & flags)
7. Maintain good ongoing communication with participants and officials
8. Select, train and perform supervision of employees, if any
9. Secure and schedule qualified officials to referee games. (Teams pay officials fees directly to officials in addition to team league fees.)
10. Open, inspect and secure facility; set-up and take down equipment
11. Coordinate with City staff regarding use of the beach for scheduled games
12. Participate and provide input as part of program preparation and evaluation meetings.
13. League days/dates may change by mutual agreement based on actual registrations and site availability.

\_\_\_\_\_  
League Director Signature:

\_\_\_\_\_  
Date