

REQUEST FOR PROPOSALS (RFP)
FOR
CITY COMMUNITY SERVICES BROCHURE DESIGN



CITY OF STANTON
Community Services Department
7800 Katella Avenue
Stanton, CA 90680
(714) 379-9222 | Stanton@StantonCA.gov

KELSEY RANSOM
Community Services Coordinator
KRansom@StantonCA.gov

KEY RFP DATES (SUBJECT TO CHANGE):

Issue Date: **Wednesday, May 10, 2023**
Deadline for Questions: **Wednesday, May 17, 2023**
Proposal Due Date: **Wednesday, May 24, 2023 at 6:00pm**
Presentation/Interviews: **TBD**



NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms to provide **Community Services Brochure Design Services. Responses to this Request for Proposals (RFP) will be accepted until Wednesday, May 24, 2023 at 6:00pm.**

All notifications, updates and addenda will be located at: StantonCA.gov/RFP

Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal. The City reserves the right to reject any or all proposals submitted.

SUBMITTAL:

The City prefers an electronic submittal of bid response to facilitate group review and document distribution. Proposers also have the option to submit a USB Flash Drive. No paper bid submittals will be accepted.

Electronic Submittal

- a. The electronic submittal is emailed to KRansom@StantonCA.gov, by the RFP due date and time deadline.
- b. Subject line of email should be written as "Stanton Brochure Design RFP: [Your Company Name]"
- c. Any risks associated are borne by the Proposer.

USB Flash Drive

- a. Mailed or delivered to:
Kelsey Ransom, Community Services Coordinator
7800 Katella Ave
Stanton CA 90680
- b. USB shall be labeled "Stanton Brochure Design RFP: [Your Company Name]"
- c. Any risks associated are borne by the Proposer.

It is the responsibility of the proposer to ensure that any proposals submitted shall have sufficient time to be received by the City of Stanton prior to the proposal due date and time. The **receiving time** by the City's Contact email time stamp, will be the governing time for acceptability of proposals. Late proposals will NOT be considered.



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CITY OF STANTON

Request for Proposals for Community Services Brochure Design

OVERVIEW

I. INTRODUCTION & BACKGROUND

The City of Stanton ("City") is seeking a successful design firm to develop the layout and visuals for the City's Community Services brochure, *The Stanton Express*, three times per year.

The purpose of the RFP is to provide interested vendors with sufficient information to enable them to propose and submit proposals for the scope outlined within the RFP.

II. COMMUNICATIONS AND INTERPRETATIONS/CLARIFICATION DEADLINE

All questions or requested clarifications shall be made in writing via e-mail to KRansom@StantonCA.gov by **Wednesday, May 17, 2023**. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. Responses from the City will be communicated in writing to all recipients of this RFP and posted on the City's website. Inquiries that are received after the deadline will not be accepted and will be returned to the senders without response.

III. PERIOD OF CONTRACT

Unless earlier terminated as allowed for in the agreement (Exhibit "B"), the term of the contract with the selected Vendor shall commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents for a one-year period. The initial, one-year contract may be renewed for three additional one-year periods.

IV. FISCAL NON-FUNDING CLAUSE

In the event sufficient budgeted funds are not available for new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least 30 days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

V. SCOPE OF WORK/SERVICES

The scope of work may include any and all work efforts related to **Community Services Brochure Design** as set forth in Exhibit "A" – Scope of Services. A sample Professional Service Agreement is included as Exhibit "B."

The contractor shall be an independent contractor capable of providing experienced, knowledgeable, and professional staff. The contractor shall be responsive and maintain excellent working relationships with the City residents, businesses, government officials, and City Staff. The contractor shall always provide adequate staffing levels and adhere to the established schedules. The contractor shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes.

VI. GENERAL INFORMATION

- A. When determined appropriate, the City will provide information in its possession relevant to preparation of required information in RFP. The City will provide only the staff assistance and documentation specifically referred to herein.
- B. The proposer shall be responsible for retaining data, records, and documentation for the preparation of the required information. These materials shall be made available to the City as requested by the City.
- C. Costs for developing proposals in response to the RFP are entirely the obligation of the proposer and shall not be chargeable in any manner to the City.
- D. All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer's information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.
- E. The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any subcontractor(s). Subcontractors shall be the responsibility of the prime contractor and the City shall assume no liability of such subcontractors.
- F. The City reserves the right to accept or reject the combined or separate components of the proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal, and is not liable for any pre-contractual expenses. No representation is made hereby that any Agreement will be awarded pursuant to this RFP or otherwise.

VII. PROPOSER RESPONSIBILITIES

The selected proposer will assume responsibilities for all services in their proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge

regarding the required service operations and contractual matters, including payment and all changes resulting from the Agreement.

VIII. ADDENDA

Any subsequent changes in RFP from the date of preparation to date of submittal will result in an addendum or amendment by the issuing office. Notification of such addendum or amendment shall be effected by posting on City's website, as set forth in the Notice Inviting Proposals.

IX. RULES FOR PROPOSALS

The signer of the RFP must declare in writing that the only person, persons, company, or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and the signer of the proposal has full authority to bind the proposer.

X. SUBMITTAL INFORMATION AND DEADLINE

Proposals are due to the City of Stanton by **Wednesday, May 24, 2023 at 6:00pm**.

XI. SUBMITTAL REQUIREMENTS

The proposal must clearly meet all of the requirements of this RFP. The proposer is solely responsible for reviewing all requirements and instructions to ensure that each is clearly addressed in the proposal. The proposal should be written with the reviewer in mind, should be carefully proofread, and must include the following:

A. PROPOSAL COVER PAGE

Proposers shall complete and submit the Proposal Cover Page (see Exhibit "C").

B. COVER LETTER

The cover letter should contain the following:

- a. This paragraph shall discuss the highlights, key features, and distinguishing points of the Proposal.
- b. A statement to the effect that the proposal shall remain valid for a period of no less than 180 calendar days from the submission deadline date.
- c. Identification of any modifications to the attached Sample Agreement (see Exhibit "B") that the Proposer would require, prior to entering into an agreement with the City. The failure to include any statement regarding proposed exceptions including the statement of no exceptions shall be deemed a certification by the Proposer that it has no exceptions to the proposal.
- d. Statement regarding any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the

- consultant or its insurers within the last five years.
- e. Signature of a person authorized to bind the Proposer to the terms of the proposal.

C. EXECUTIVE SUMMARY

The executive summary should convey the proposer's experience, including but not limited to gathering community feedback, outreach and engagement, establishing and leveraging partnerships, data collection and management, and conducting presentations. This section should also include the proposer's timeline and program strategy to achieve the goals, objectives and requirements of Exhibit A – Scope of Work.

D. PROOF OF INSURANCE

Proposer should be able to provide evidence of insurance in the required amounts listed in the Sample Agreement (see Exhibit “B”) or a statement indicating vendor will obtain required insurance if awarded the contract.

E. RESPONSE TO ATTACHMENTS

Proposers shall complete and submit responses to Exhibits “D” and “E” attached.

XII. PUBLIC RECORDS

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

XIII. SELECTION & AWARD

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The City may require changes in the scope of services as

deemed necessary by the City, before execution of an agreement (see Exhibit "B"). The City shall not be bound or in any way obligated until both parties have executed a Professional Service Agreement.

Selection by the City will be based on the following, but are not limited to:

- A. Responsiveness:
 - a. Adherence to the RFP Submittal Requirements
 - b. Compliance with Required Forms and Certificates,
 - c. Complete consideration of all project specifications,
 - d. Complete cost proposal;

- B. Responsible:
 - a. Sufficient references for which similar types of services had been provided,
 - b. Proof of financial stability and viability,
 - c. Experience of the firm and assigned personnel with the services proposed,
 - d. Resources that demonstrate adequate capacity to perform services proposed;

- C. Proposal:
 - a. Value and quality of services to be rendered,
 - b. Demonstrated knowledge of legal requirements,
 - c. Work plan in conformity with scope of project,
 - d. Fees and costs.

The City reserves the right to require in-person interviews with Consultants, if deemed necessary, after the evaluation of the written proposals. In this case, the Consultants of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Consultant.

XIV. INITIATION/KICK OFF MEETING

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services, project work plan and communication plan.

EXHIBIT A - SCOPE OF SERVICES

CITY OF STANTON

Community Services Brochure Design

The contractor shall furnish all equipment, labor and materials necessary to design the *Stanton Express*. This will include design, layout, graphics and delivery of the final product in retrievable form to the Stanton Community Services Department. The City shall retain creative control of the document. The total price should include all reasonable and ordinary charges and corrections to each proof and mockup stages.

The contractor shall design three editions of the City of Stanton's *Stanton Express* per year. Each edition will be in an 8.125 x 10.25 booklet format, twenty-four content pages, plus interior and exterior front and back covers. Proposers should also include a quote for a twenty-eight-page edition, plus interior and exterior front and back covers.

The contractor shall provide the *Stanton Express* design within an assigned five-week schedule. This five-week schedule begins with the City providing the designer with the initial text draft and ends when the completed document is uploaded to the printer. The City must receive a copy of each edition and have an opportunity to submit changes before the final guide is printed. An approximate timeline is provided below:

- Winter/Spring – November/December
- Summer – March/April
- Fall – July/August

EXHIBIT B

CITY OF STANTON

Sample Professional Services Agreement for Community Services Brochure Design

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and **[INSERT NAME OF COMPANY]**, a **[INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **[INSERT TYPE OF SERVICE]** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **[INSERT TYPE OF SERVICE]** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **[INSERT NAME OF PROJECT AND CONTRACT NUMBER, IF APPLICABLE]** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **[INSERT TYPE OF SERVICE]** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **[INSERT START DATE]** to **[INSERT ENDING DATE]**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME(S)]**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000

per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:
 - (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:
 - (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:
 - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER])** ("Total Compensation") without written approval of City's **[INSERT TITLE]**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties

did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Zenia Bobadilla, Community Services Director**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to 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 or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel

determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202__.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____

Hannah Shin-Heydorn
City Manager

By:

Name: _____

Title: _____

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary, **AND** CORPORATE SEAL OF
CONSULTANT REQUIRED]

ATTEST:

By: _____

Patricia Vazquez
City Clerk

By:

APPROVED AS TO FORM:

By: _____

Best Best & Krieger LLP
City Attorney

CITY OF STANTON

Sample Professional Services Agreement for Community Services Brochure Design

EXHIBIT "A"

SCOPE OF SERVICES

[TO INSERT: SCOPE OF SERVICES FROM EXHIBIT A OF THIS RFP]

CITY OF STANTON

Sample Professional Services Agreement for Community Services Brochure Design

EXHIBIT "B"

SCHEDULE OF SERVICES

[TO INSERT: SCHEDULE OF SERVICES AS DETERMINED AND AGREED UPON BY THE VENDOR
AND CITY OF STANTON]

CITY OF STANTON

Sample Professional Services Agreement for Community Services Brochure Design

EXHIBIT “C”

COMPENSATION

[TO INSERT: COMPENSATION AS DETERMINED AND AGREED UPON BY THE VENDOR AND CITY OF STANTON]

EXHIBIT C - PROPOSAL COVER PAGE

CITY OF STANTON

Request for Proposals for Community Services Brochure Design

Vendor Name	
Vendor Address	
City, State, Zip Code	
Vendor Website	
Main Contact Name	
Main Contact Telephone #	
Main Contact Email Address	

Proposal Package

In response to the City’s Request for Proposal, we offer the following as described in section XI. SUBMITTAL REQUIREMENTS.

1. Cover Letter
2. Executive Summary
3. Proof of Insurance (or ability to acquire)
4. Exhibit “D” - PROPOSERS CERTIFICATION AND PROPOSAL ITEM PRICING
5. Exhibit “E” – REFERENCES

EXHIBIT D - PROPOSERS CERTIFICATION AND PROPOSAL ITEM PRICING

CITY OF STANTON

Request for Proposals for Community Services Brochure Design

CERTIFICATION – I clarify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSAL ITEM PRICE – Pricing shall be based on a fixed-price basis for services described in Exhibit A, with individual fees detailed by line items. Fee must be inclusive of all costs to be charged to the City. Any special materials will be purchased by the contractor only after discussed and authorized by the City Contact or designee in writing. **Proposal pricing should be sent as a separate document and clearly titled as your pricing document.**

Please attach proposed cost and payment schedule.

LEGAL NAME OF COMPANY

PHONE NUMBER

BUSINESS ADDRESS

PRINTED NAME OF AUTHORIZED AGENT

TITLE

SIGNATURE OF AUTHORIZED AGENT

DATE

EMAIL ADDRESS

FEDERAL ID NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

EXHIBIT E – REFERENCES

CITY OF STANTON

Request for Proposals for Community Services Brochure Design

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Provide a description of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the contact information clients to be contacted for references. Attach additional pages if required. The City reserves the right to contract each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name

Contact Individual

Address

Phone Number

Contract Amount

Year

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name

Contact Individual

Address

Phone Number

Contract Amount

Year

Description of supplies, equipment, or services provided:
